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SIXTEENTH ANNUAL REPORT

OF THE

BOARD OF RAILROAD COMMISSIONERS

FOR THE

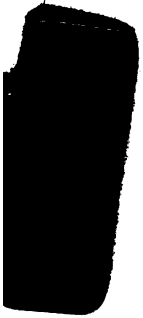
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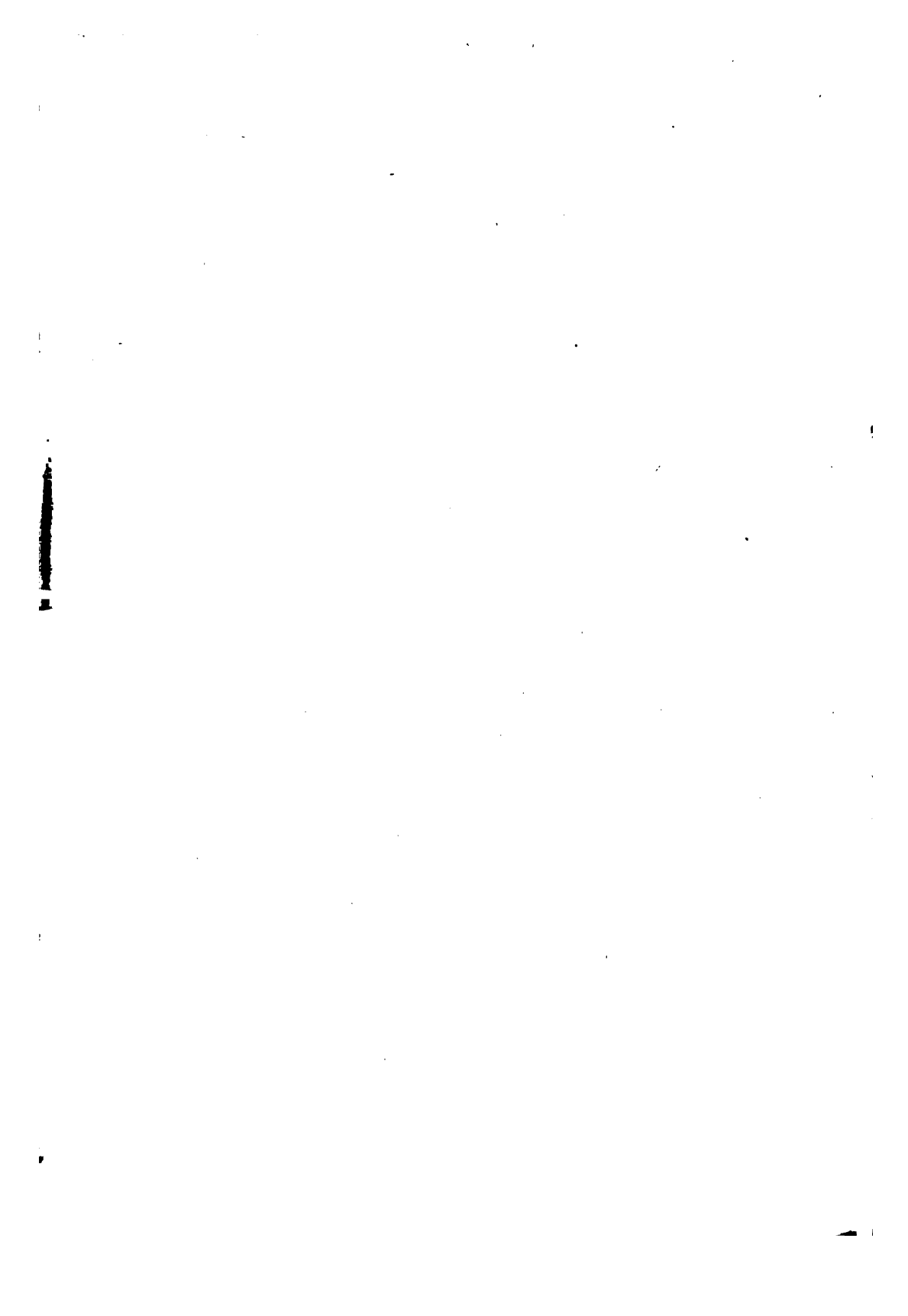
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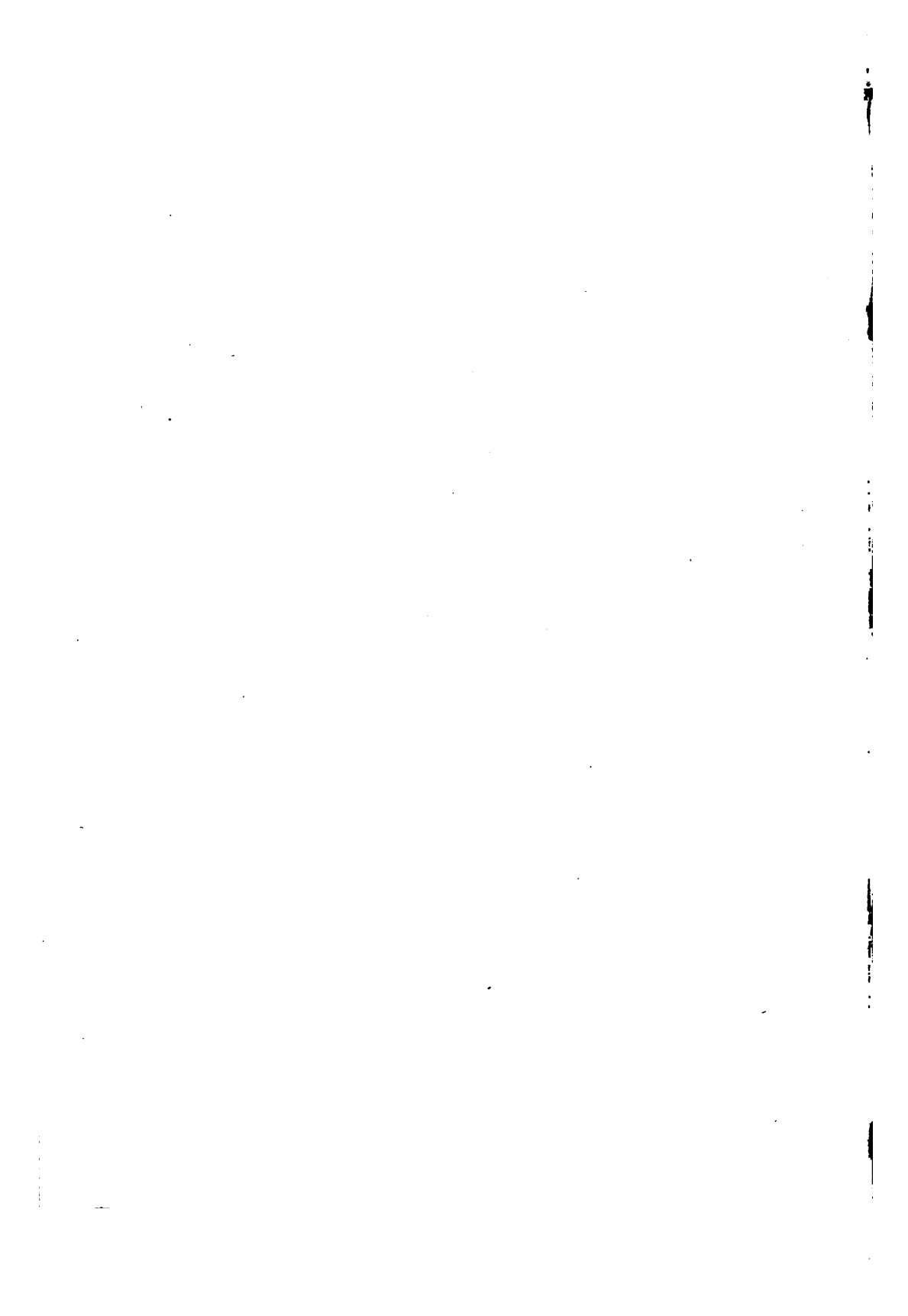
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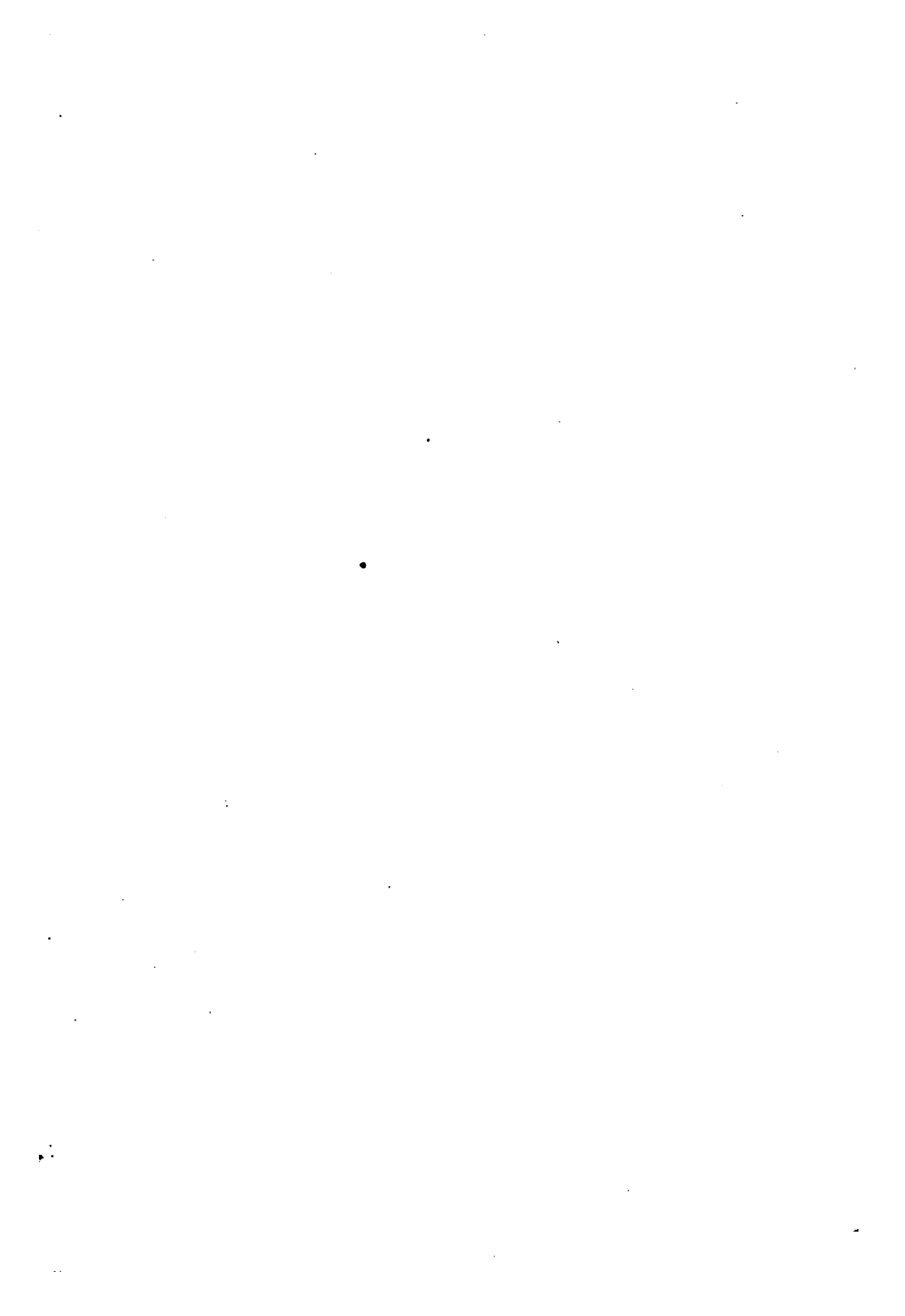
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SIXTEENTH ANNUAL REPORT OF THE

FREIGHT.

A large proportion of the roads do not separate local and through freight.

Local.....	\$ 48,635,819.44
Through	35,604,175.66
Not separated.....	37,737,855.89
Other sources, freight department.....	440,682.71
Total earnings, freight department.	\$ 122,418,533.30
Rents received for use of road.....	806,409.31
Car mileage, credit balances.....	264,934.50
Earnings from other sources.....	2,075,389.48
Telegraph earnings.....	128,781.79
Total earnings from all sources.	\$ 175,936,069.50
Proportion of earnings for Iowa.....	45,003,680.51

OPERATING EXPENSES.

MAINTENANCE OF WAY AND BUILDINGS.

Repairs of road bed and track.....	\$ 14,381,118.05
Renewal of rails.....	2,363,126.02
Renewal of ties.	2,874,873.01
Repairs of bridges, culverts, etc.....	3,513,724.57
Repairs of fences, crossings, etc.....	752,132.22
Repairs of building stations and water tanks.....	1,602,152.80
Other expenses ...	407,814.75
Total....	\$ 25,894,741.42

MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives....	\$ 7,338,855.70
Repairs of passenger cars ...	2,065,385.66
Repairs of freight cars.....	8,818,377.24
Repairs of tools and machinery ..	421,160.11
Other expenses.....	440,015.58
Total.....	\$ 19,083,774.29

CONDUCTING TRANSPORTATION.

Fuel for locomotives	\$ 12,612,242.86
Water supply.....	905,714.23
Oil and waste	1,193,544.17
Locomotive service.....	11,921,121.91
Passenger train service.....	2,079,606.86
Switchmen, watchmen and flagmen.....	4,034,438.82
Debit balance passenger cars.....	265,483.71
Freight train service.....	7,337,927.52
Train supplies.	1,628,482.05
Mileage of freight cars, debit balance.....	1,977,958.85
Telegraph expenses.....	2,370,043.16
Damage and loss of freight and baggage.....	689,543.01
Damage to property and cattle....	451,684.58
Personal injuries.....	1,322,245.43
Agents and station service.....	10,241,440.24
Station supplies.....	1,316,504.43
Sundries.....	1,407,856.95
Total.....	\$ 61,755,138.81

BOARD OF RAILROAD COMMISSIONERS.

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GENERAL EXPENSES.

Salaries of officers	\$ 2,633,790.59
Salaries of clerks.....	1,214,412.55
General office expenses.....	372,544.94
Agencies.....	2,118,910.34
Advertising.....	495,547.25
Commissions.....	449,106.36
Insurance.....	369,321.16
Expense of fast freight lines.....	4,078.89
Expense of traffic associations.....	199,973.54
Expenses of stock yards, etc.....	135,126.27
Rents for tracks, yards and terminals.....	1,668,619.54
Rents not otherwise provided for.....	110,241.81
Legal expenses.....	776,655.66
Stationery and printing.....	777,427.63
Other general expenses.....	707,834.41
Taxes in Iowa.....	1,343,305.78
Taxes in other states.....	4,408,842.25
Total.....	\$ 17,785,738.97

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 25,890,142.70
Maintenance of motive power and cars.....	19,083,774.39
Conducting transportation.....	61,746,617.42
General expenses.....	17,774,704.22
Total operating expenses.....	\$ *124,509,238.71
Proportion of operating expenses and taxes for Iowa.....	27,965,605.03

GENERAL EXHIBIT.

Total income.....	\$ 178,078,381.05
Total expenses, including taxes.....	124,744,549.14
Net income.....	\$ 53,376,565.18
Rentals paid.....	2,052,022.93
Interest accrued during the year.....	32,684,344.10
Interest paid during the year.....	32,376,278.23
Interest paid during the year on account of the road in Iowa.....	3,933,039.29
Dividends paid during the year.....	14,893,125.83

CURRENT ASSETS.

Cash.....	\$ 9,669,874.12
Bills receivable.....	1,332,128.87
Due from agents.....	3,309,347.69
Traffic balances.....	281,565.44
Due from companies and individuals.....	5,454,149.28
Other cash assets.....	14,109,700.62
Balance current liabilities.....	14,140,432.26
Total.....	\$ 48,297,196.28

CURRENT LIABILITIES.

Loans and bills payable.....	\$ 15,639,274.03
Audited vouchers.....	7,504,615.53
Wages and salaries.....	4,874,028.68
Net traffic balances due other companies.....	1,357,315.02
Dividends uncalled for.....	483,572.44
Interest coupons unpaid.....	9,151,638.26
Rents due.....	15,625.59
Miscellaneous.....	2,532,749.28
Balance cash assets.....	6,738,329.45
Total.....	\$ 48,297,196.28
Materials and supplies on hand.....	10,867,722.29

*Includes B. O. E. & N. rentals, \$13,999.98.

SIXTEENTH ANNUAL REPORT OF THE

MILEAGE.

Main line	14,216.43
Main line, double track (1,075.37).....	
Leased lines	2,928.89
Branches owned	11,049.74
Total miles operated	27,995.06
Sidings and other tracks not enumerated.....	4,833.03

MILEAGE IN IOWA.

Main line	5,140.24
Main line, double track (153.12).....	
Leased lines	837.73
Branches	2,528.25
Total.....	8,506.22
Sidings and other tracks not enumerated.	1,534.58
Total miles operated, entire lines	27,995.06
Total miles operated, under trackage rights ..	1,177.40
Number of stations on roads operated.....	4,589
Number of miles operated in Iowa	8,506.22
Number of stations on roads in Iowa.....	1,562
Number of telegraph stations in Iowa.....	1,306

EMPLOYES AND SALARIES.

	Number.	Yearly compensation.
General officers.....	520	\$ 1,761,771.28
General office clerks.....	3,703	2,555,773.96
Station agents.....	4,208	2,602,301.99
Other station men.....	9,776	5,103,148.27
Engine men.....	5,673	6,607,347.50
Firemen.....	5,841	4,077,199.14
Conductors	3,828	4,074,196.02
Other trainmen	8,337	5,362,902.94
Machinists.....	4,777	3,272,840.29
Carpenters	5,451	3,506,179.26
Other shopmen	14,708	8,187,615.75
Section foremen	5,267	2,770,919.43
Other trackmen	23,052	9,524,713.26
Switchmen, flagmen and watchmen.....	6,415	4,319,568.69
Telegraph operators and dispatchers.....	3,322	2,195,416.43
All other employes and laborers.....	11,716	6,763,980.98
Total, including general officers.....	119,877	\$ 72,762,651.59
Total, excluding general officers.....	119,368	68,975,399.54

DISTRIBUTION.

General administration.....	\$ 5,399,772.58
Maintenance of way and structures.....	16,938,058.74
Maintenance of equipment	12,939,124.09
Conducting transportation.....	37,393,322.54
Number of employes on all lines.	119,877
Number of employes in Iowa.	31,127

TOTAL YEARLY COMPENSATION FOR IOWA.

Including general officers	\$ 18,389,373.68
Excluding general officers.	18,119,850.07

BOARD OF RAILROAD COMMISSIONERS.

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EMPLOYEES IN IOWA, AND THEIR ANNUAL COMPENSATION, COMPARED.

YEARS.	Number of employees.	Total yearly compensation.	Average yearly compensation.
1882.....	17,275	\$ 8,329,810.31	\$ 482.24
1883.....	27,112	13,164,288.07	485.24
1884.....	26,731	13,970,661.65	522.63
1885.....	25,666	13,628,067.66	531.01
1886.....	25,761	13,677,780.53	530.98
1887.....	29,086	15,146,234.84	520.70
1888.....	30,794	16,235,348.31	527.22
1889.....	24,642	14,212,500.27	577.17
1890.....	27,879	16,218,183.69	581.73
1891.....	27,583	16,175,410.55	587.51
1892.....	30,492	17,870,915.89	586.08
1893.....	31,127	18,389,373.68	590.78

BRIDGES, CULVERTS, CATTLE GUARDS, ETC., IN IOWA.

	Number.	Aggregate length—feet
Wood truss bridges over 100 in length.....	193	26,968
Combination trusses over 100 feet in length.....	78	14,919
Iron and steel trusses over 100 feet in length.....	192	40,869
Iron and steel trusses less than 100 feet in length. . .	280	14,116
Wood trestle and pile.....	11,565	946,073
Iron trestles.....	9	3,707
Arch culverts, over 20 feet opening....	29	
Arch culverts, under 20 feet opening....	557	
Box culverts, timber.....	7,198	
Box culverts, stone.....	1,461	
Cattle guards.....	13,321	

HIGHWAY CROSSINGS IN IOWA.

At grade.....	8,051
With gates and flagmen.....	120
Over track.....	135
Under track.....	184
Twenty-one feet above track.....	97

FENCING.

Number of miles.....	13,984
Cost per mile.....	\$ 224.00
Total cost.....	3,132,416.00

TRAIN MILEAGE—MILES.

Passenger.....	46,726,370
Freight.....	83,294,418
Switching.....	25,548,127
Construction and repair.....	5,228,810
Other trains.....	1,933,448
Total.....	162,731,173

PASSENGER TRAFFIC.

Total number of passengers carried.....	52,646,707
Carried one mile.....	1,838,776,075
Average distance carried, miles.....	35

The average cost of carrying a passenger as reported by the roads varies from 2 cents to 3.92 cents per mile, and the report of fare received averages about 2.5 cents per mile.

SIXTEENTH ANNUAL REPORT OF THE

FREIGHT TRAFFIC.

Tons of freight carried—	
Through.....	13,701,910
Local.....	27,600,238
*Not separated	27,155,403
Total tons carried	68,457,551
Tons carried one mile—	
Through.....	2,806,377,180
Local.....	4,246,709,234
Not separated in reports.....	5,361,071,413
Total tons carried one mile.	12,414,157,827
Total freight car mileage.....	1,554,967,641

TONNAGE FOR ENTIRE LINES—TONS.

Grain.....	11,011,712
Flour.....	1,608,361
Other mill products.....	719,547
Hay.....	692,781
Tobacco.....	56,765
Cotton.....	52,060
Fruit and vegetables.....	715,572
Grass seed.....	229,597
Broom corn.....	4,210
Butter, eggs and cheese.....	200,444
Live stock.....	3,265,941
Dressed meat.....	390,581
Other packing house products.....	314,520
Poultry, game and fish.....	33,919
Wool.....	36,764
Hides and leather.....	117,055
Anthracite coal.....	1,560,949
Bituminous coal.....	7,845,617
Coke.....	422,412
Ores.....	4,438,163
Stone and sand.....	2,169,826
Salt.....	240,838
Lumber.....	5,980,688
Ties, logs and cord wood.....	627,140
Telegraph and telephone poles.....	363,557
Petroleum and other oils.....	637,601
Sugar.....	213,678
Iron, pig and bloom.....	322,198
Iron and steel rails.....	464,193
Other castings and machinery.....	569,772
Bar and sheet metal.....	318,187
Cement and lime.....	1,132,694
Brick and tile.....	651,832
Agricultural implements.....	519,454
Wagons, carriages, etc.....	265,277
Wines, liquors and beers.....	687,265
Household goods and furniture.....	304,232
Merchandise.....	4,354,193
Miscellaneous.....	3,827,157
Total tonnage entire lines.....	66,071,075
Total originating on roads.....	32,632,343
Total received from other roads.....	10,568,097
Increase of tonnage over that reported in the previous year, 11,687,087 tons, or 21.12 per cent.	

*Many of the roads do not separate through and local.

BOARD OF RAILROAD COMMISSIONERS.

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TONNAGE FOR STATE OF IOWA.

Grain	4,028,187	
Flour	533,044	
Other mill products.....	164,578	
Hay.....	337,446	
Tobacco	8,987	
Cotton	1,276	
Fruit and vegetables	215,913	
Grass seed.....	124,794	
Broom corn	3,045	
Butter, eggs and cheese.....	72,437	
Live stock.....	1,341,890	
Dressed meats.....	136,808	
Other packing house products.....	133,628	
Poultry, game and fish	12,887	
Wool.....	18,841	
Hides and leather.....	39,256	
Anthracite coal	326,296	
Bituminous coal.....	3,555,213	
Coke.....	93,117	
Ores.....	129,614	
Stone, sand, etc	359,287	
Salt	70,528	
Lumber	1,652,311	
Ties, logs and cord wood	189,179	
Telegraph poles, etc	1,517	
Petroleum and other oils.....	185,147	
Sugar.....	76,987	
Iron, pig and bloom.....	50,826	
Iron and steel rails.....	135,969	
Other castings and machinery.....	165,742	
Bar and sheet metal	55,978	
Cement and lime	256,167	
Brick and tile.....	201,323	
Agricultural implements	164,188	
Wagons, carriages, etc.	59,475	
Wine and beer	131,756	
Household goods and furniture	129,196	
Merchandise.....	1,280,036	
Miscellaneous.....	682,551	
Total tonnage in Iowa.....		17,323,166
Originating on roads.....	8,925,210	
Received from other roads.....	4,751,219	
Not divided.....	3,646,737—	17,323,166
Increase of tonnage in Iowa lines over that reported for previous year, tons...		3,998,968

The above does not include the tonnage of the Chicago, Burlington & Quincy, Chicago, Burlington & Kansas City, Kansas City, St. Joseph & Council Bluffs, St. Louis, Keokuk & Northwestern, Burlington & Northwestern, and the Winona & Southwestern, as these roads failed to give the information asked for. The same roads, including the Wabash, failed to report in 1893. Deducting the Wabash tonnage for 1893, 175,910 tons, leaves a net increase of Iowa tonnage for 1893 of 3,793,058 tons, or about 29 per cent.

SIXTEENTH ANNUAL REPORT OF THE

CONSUMPTION OF FUEL BY LOCOMOTIVES.

Tons of bituminous coal.....	3,417,663
Cords of hard wood.....	37,836
Cords of soft wood.....	22,411
Total tons of fuel.....	3,448,624
Miles run.....	90,876,136
Average cost of coal per ton.....	2.00
Average cost of hard wood per cord.....	2.50
Average cost of soft wood per cord.....	2.00

This does not cover all the roads; the following do not report, or if reports are made they cover entire lines instead of the State of Iowa: Ames & College; Chicago, Burlington & Quincy; Chicago, Burlington & Kansas City; Kansas City, St. Joe & Council Bluffs; St. Louis, Keokuk & Northwestern; Wabash, and Des Moines Union.

CONGRESSIONAL LAND GRANTS.

Section 4, chapter 77 of the laws of the Seventeenth General Assembly requires the commissioners to report "the number of acres of land originally granted in aid of the construction of the roads and the number of acres of land remaining unsold."

The land grants have all been practically closed out and the purpose of the law has been realized. In this report the Commissioners have decided to put in the grants made to each road and the disposition of the same, as well as the expense in the management of the lands, the taxes paid and the amount realized beyond charges on the same. In future reports this may not be repeated, and the subject will be treated as if closed.

The Chicago, Milwaukee & St. Paul Railway Company received from congressional grants.....	acres	372,653.27
Has sold at an average price of \$4.90 per acre.....	acres	372,373.27
Amount of money received from sale of lands.....	\$	1,821,827.14
Amount of money due from sale of lands.....		5,244.86
Gross amount received from sales, forfeited contracts.....		1,990,643.11
Amount expended in sales and management of lands.....		153,449.96
Taxes paid on lands.....		32,579.16
Amount realized from sales above expenses and taxes.....		1,601,734.45
The Chicago, Rock Island & Pacific Railroad Company received from congressional grant.....	acres	550,193.51
Has sold at an average price of \$8.44 per acre.....	acres	548,603.46
Amount of money received from sale of lands.....	\$	4,798,756.27
Due from lands sold.....		88,434.43
Gross amount received from sales, forfeited contracts, etc.....		5,906,233.56
Amount expended in sale and management of lands.....		304,935.76
Taxes paid.....		616,956.29
Amount realized from sales above expenses and taxes.....		4,984,341.51
The Chicago, Burlington & Quincy Railroad Company received from congressional grants.....	acres	358,424.00
Has reported as sold at an average price of \$11.79.....	acres	354,561.23
The amount received from sales, principal and interest.....	\$	3,946,421.85
The amount unpaid on outstanding contracts.....		247,630.36
Gross amount received from sales, contracts, forfeited contracts, etc.....		5,829,165.34
The amount expended in the sale and management of land.....		693,133.75
The amount of taxes paid on the lands.....		265,141.47
Amount realized from sales above expenses and taxes.....		4,870,890.12

BOARD OF RAILROAD COMMISSIONERS.

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The Des Moines & Fort Dodge Railroad Company received from congressional grants.....	acres	42,636.00
Has sold at an average price of \$6.00 per acre.....	acres	36,154.00
The amount received from sales is.....	\$	20,162.12
The amount unpaid on outstanding contracts.....		71,636.79
The amount received from sales, including contracts, forfeited contracts, etc..		138,226.51
The amount expended in sale and management of lands.....		9,566.73
The amount of taxes paid on lands.....		10,697.77
The amount realized above expenses and taxes.....		117,962.01
The Iowa Falls & Sioux City Railroad Company received from congressional grant.....	acres	640,256.11
Has sold at an average price of \$6.85 per acre.....	acres	615,808.24
The amount received from sales, outstanding contracts, etc.....	\$	4,093,758.78
The amount unpaid on outstanding contracts is.....		148,907.08
The amount from sales, contracts, forfeited contracts, etc.....		4,660,895.83
The amount expended in sale and management of lands.....		337,865.37
The amount of taxes paid on the lands.....		646,128.02
The amount realized from sale of lands above expenses and taxes.....		3,676,902.26
The Sioux City & St. Paul Railroad Company received from congressional grant.....	acres	320,002.64
Number of acres sold.....		132,115.83
Amount received from lands sold.....	\$	728,427.58
Amount received outstanding contracts.....		13,620.95
Amount received, sales and contracts.....		742,148.58
The Cedar Rapids & Missouri River Railroad Company received from congressional grant.....	acres	956,597.40
The amount received from sale of land is.....	\$	1,020,559.00
The amount paid in taxes.....		937,845.73
The amount received above the taxes is.....		82,713.27
The Dubuque & Sioux City Railroad Company received from congressional grants.....	acres	444,161.96
No report ever made of what was received for them.		
The Sioux City & Pacific Railroad Company received from congressional grant.....	acres	39,876.63
Received from sale of lands.....	\$	200,000.00

ACRES RECEIVED FROM GRANTS AND AMOUNTS REALIZED.

ROAD.	Acres.	Amount Realized.
C. M. & St. P.....	372,653.27	\$ 1,601,739.45
C. R. I. & P.....	550,193.51	4,984,341.51
C. B. & Q.....	358,424.00	4,870,890.12
D. M. & Ft. D.....	42,636.00	117,962.01
I. F. & S. C.....	640,256.11	3,676,902.26
S. C. & St. P.....	320,002.64	742,148.58
O. R. & M. R.....	956,597.40	82,713.27
Dubuque & S. C.....	444,161.96	No report.
S. C. & P.....	39,876.63	200,000.00
Total.....	3,724,801.52	\$ 16,276,697.20

Number of acres received from grants, 3,724,801.52.

Amount received from sale of lands, the Dubuque & Sioux City not included, \$16,276,697.20, or deduct 444,161.96 from the total number of acres, it will leave 3,280,639.56, or \$4.96 per acre.

SIXTEENTH ANNUAL REPORT OF THE

TONNAGE CROSSING THE MISSISSIPPI RIVER FOR THE YEAR ENDING
JUNE 30, 1893.

ROAD.	LOCATION OF BRIDGE.	East bound.	West bound.	Total tons.
C. M. & St. P.	McGregor.	321,629	228,635	550,264
C. M. & St. P.	Sabula	1,030,821	872,223	1,903,044
D. & S. O.	Dubuque	288,714	290,770	579,484
C. G. W.	Dubuque	627,136	250,478	877,614
C. & N. W.	Ollinton	1,331,844	663,061	1,994,905
C. R. I. & P.	Davenport	1,292,766	968,699	2,261,465
B. C. R. & N.	Davenport	4,283	10,031	14,314
Iowa Central	Keithsburg.	175,978	196,529	372,507
C. B. & W.	Burlington	1,197,095	1,208,669	2,405,764
T. P. & W.	Burlington	3,814	81,697	85,511
C. S. F. & O.	Fort Madison	459,561	336,097	825,658
T. P. & W.	Keokuk	16,272	16,462	32,734
Total		6,749,913	5,153,351	11,903,264

TONNAGE CROSSING THE MISSOURI RIVER FOR THE YEAR ENDING JUNE 30, 1893.

ROAD.	LOCATION OF BRIDGE.	East bound.	West bound.	Total tons.
C. B. & Q.	Nebraska City	112,947	49,183	162,130
C. B. & Q.	Plattsmouth	1,058,557	624,917	1,683,474
C. St. P. M. & O.	Sioux City	199,902	186,934	386,836
S. O. & P.	Blair	53,528	84,255	137,783
Union Pacific	Omaha	647,073	405,389	1,052,462
C. R. I. & P.	Omaha			
C. M. & St. P.	Omaha			
Total		2,072,007	1,350,678	3,422,685
* These roads have no report of their tonnage at Omaha for 1893. The same roads reported for 1892 as follows:				
C. R. I. & P.		155,607	357,095	512,702
C. M. & St. P.		177,728	112,915	290,643
Adding these figures, gives for the Missouri river tonnage for 1893				
		2,405,342	1,820,688	4,226,030

ACCIDENTS TO PERSONS IN IOWA.

KILLED.

Passengers	17
Employees	81
Others	79
Total	177
Derailments	8
Collisions	28
Caught in frogs	2
Coupling cars	10
Falling from trains	22
Getting on and off trains	12
At highway crossings	13
Miscellaneous	31
Stealing rides	19
While intoxicated	1
Trespassing on track	31

BOARD OF RAILROAD COMMISSIONERS.

15

INJURED.

Passengers.....	78
Employees.....	682
Others.....	64
Total.....	824
Derailment.....	65
Collision.....	57
Caught in frogs.....	6
Coupling cars.....	196
Falling from trains.....	68
Getting on and off trains.....	49
Highway crossings.....	10
Miscellaneous causes.....	324
Overhead obstructions.....	3
Stealing rides.....	18
Intoxicated.....	2
Trespassing on track.....	25

There were in the state thirty-one persons killed and twenty-five injured trespassing on track. This is an evil for which there seems to be no remedy. The Massachusetts board suggest that a foot path may be laid out and used beside the tracks, but not on them; that with proper methods of enforcement would relieve much of this danger. We hardly think that any plan can be adopted that will be a success. The average American understands that the railway is a public highway and it is difficult to convince him that he has not the right to use it.

TAXES PAID IN IOWA FOR THE YEARS REPORTED, 1890 TO 1893 INCLUSIVE.

ROAD.	1890.	1891.	1892.	1893.
B., C. R. & N.....	\$ 108,310.92	\$ 93,387.51	\$ 101,700.00	\$ 108,231.58
A. & C.....	1,194.22	1,048.81	568.70	639.54
C., B. & Q.....	179,383.19	182,759.96	174,127.82	194,624.86
C., B. & K. O.....	6,393.55	6,508.61	6,700.17	6,582.66
K. C., St. J. & C. B.....	7,175.71	10,761.02	5,582.38	6,769.37
St. L., K. & N-W.....	5,813.15	3,784.54	3,420.02	2,548.86
C., Ft. M. & D. M.....			707.85	1,263.01
C., I. & D.....	1,803.51	1,824.96	2,590.46	1,763.84
C., M. & St. P.....	204,900.02	200,338.53	203,580.03	221,997.23
C. & N-W.....	197,166.76	215,851.01	218,847.38	245,425.14
C., R. I. & P.....	221,825.08	223,488.74	233,316.50	239,503.87
C. G. W.....	41,039.14	40,703.80	51,960.16	48,565.73
C., St. P., M. & O.....	21,835.44	23,825.34	18,411.46	20,122.18
C., S. F. & C.....	7,658.92	8,520.49	9,242.24	10,237.95
O. C.....	1,506.43	1,174.71	1,967.61	1,942.25
D. M. N. & W.....	6,208.36	6,633.57	8,915.20	8,311.40
D. & S. C.....	77,495.62	80,703.98	86,707.88	89,926.96
H. & S.....	8,521.25	8,659.69	8,428.52	8,063.62
Iowa Central.....	47,290.13	46,839.03	41,783.76	44,066.35
Iowa Northern.....	546.09	564.57	514.40	562.47
K. & W.....	6,323.26	6,225.31	8,128.38	6,001.26
M. C. & F. D.....	9,215.55	8,785.48	6,827.90	8,576.23
M. & St. L.....	17,397.65	16,654.61	15,271.80	15,591.10
O. & St. L.....	7,118.61	7,762.46	8,339.85	8,538.65
P. du C. & McG.....	94.50	113.25	99.90	122.50
S. C. & N.....		814.77	6,925.49	8,291.78
S. O. & P.....	16,762.51	15,891.73	14,226.60	14,899.74
T. & N.....		9.80	52.14	113.26
U. P.....			25,000.00	
Wabash.....	8,281.94	8,996.94	9,340.23	8,809.26
W. & S-W.....				
D. M. Union.....		2,865.00	3,817.56	3,886.36
B. & N-W.....	1,440.04	1,461.28	1,385.85	1,579.72
B. & W.....	2,310.53	1,976.90	1,857.30	2,064.54
D. M. & K. O.....	5,350.18	4,908.02	3,378.89	3,682.40
	\$ 1,223,418.83	\$ 1,234,219.36	\$ 1,279,906.85	\$ 1,343,305.78

The Commission appointed by the last General Assembly to take up the subject of revenue and provide a more equitable method of taxation, discussed the propriety of the State drawing its revenue exclusively from the railroad corporations, and submitted a bill for that purpose although not absolutely recommending it.

GRADE CROSSINGS ON STATION GROUNDS.

During the past year several applications have been made to the Board to establish and open highways at grade over station or depot grounds. As there may be some questions not fully settled with regard to establishing of new highways over railways and railway stations, the Commissioners will not attempt to treat the subject from that point, but will confine themselves to what they think is the policy and what they believe will eventually become the settled practice in the State. Over a large number of stations, perhaps a majority of the smaller stations, the freight and passenger houses are located near the center of the grounds and the towns have grown up on each side with this as a nucleus. In the regular intercourse of business and other interchanges in these communities, there are probably no streets in the towns more occupied than the ones crossing the railway stations; usually the view is obstructed on one side by the station buildings, and on the other by lines of freight cars. The condition is *per se* dangerous and no care can reasonably be exercised that will prevent accidents. While the railway systems are new and the trains few and running at regular times the importance of guarding against this is not so apparent, but the experience of older states and older communities who have suffered from this cause, leads the Board to offer a suggestion that at least some legislative action should now be taken that will prevent the further increase of these crossings, that will require large amounts of money in the future to render safe.

It is of but little consequence when a new town is established whether it be located at one end of the station grounds or in the center. The town may as well grow up where it will not interfere with the operations of the railway, and where the element of danger will be practically eliminated, as the reverse. It should be the aim in locating railway stations and the towns around them, to so place them that no crossing will ever be necessary where there is more than one track, or at least where there will be standing room for cars or other obstructions that will prevent approaching trains from being seen. We do not, perhaps, fully appreciate the importance of this, but older communities do, and the sooner some plan is decided upon to correct the evil, the less money it will cost.

The legislature of Massachusetts, at its session in 1888, passed the following joint resolution:

Resolved, That the governor, with the advice and consent of the council, be authorized to appoint three competent and experienced civil engineers who shall investigate and report in print to the next general court, on or before the first of February, 1889, upon the subject of the gradual abolition of the crossing of highways by railroads at grade, with such suggestions and recommendations as to the best methods of accomplishing such abolition as to them shall seem expedient. Such engineers shall include in their report recommendations as to the method of apportioning costs and the payment of damages occasioned when such crossings are abolished. Such engineers shall have power to employ such clerical and other assistance as may be necessary for carrying out the objects of this resolve, and the engineers shall receive such compensation for their services as the governor and council may determine.

The Commissioners reported that there were in the state 3,015 highways crossing the railroads, 2,267 at grade, 470 overhead and 278 underneath; 792 were protected by gates, flagmen, etc., and 1,475 unprotected. In the State of Iowa the total number of highway crossings at grade is 8,051; over, 135; under, 184; with gates and flagmen, 120.

The Massachusetts Commission estimated the cost of abolishing the 2,267 grade crossings in the state at \$40,766,000, suggested that no new grade crossings should be allowed and advised that some method be adopted that would begin with the most important ones, and gradually and in time do away with all grade crossings. Generally they advised that expense be divided between the railway company and the city or town in which the crossing is situated.

The legislature at its session in 1890, in accordance with the recommendations of the committee, passed an act which was entitled, "An Act to Promote the Abolition of Grade Crossings." One of the provisions of the law is that proceedings requiring the change from grade to other crossings may be instituted by the city or town through which a railroad runs or by the railway company. In the first year after the law went into effect, 67 crossings were ordered changed, 30 on the application of the cities or towns and 37 on application of the railway companies. The proportion of the cost imposed upon the companies by the law is 65 per cent, and on the town or city 10 per cent; the balance, 25 per cent, is paid by the State.

It is not expected, and perhaps is not desirable, that any immediate action be taken with regard to grade crossings, at the same time it would be well if some legislation be had at once to prevent any more grade crossings at stations. When our population becomes as dense as that of Massachusetts the necessities for further action will probably become apparent, but we may now, at least, prevent the further increase of an evil that will be difficult and expensive to remedy if allowed to go on. The ordinary interpretation of our statutes gives boards of supervisors and town councils the authority to lay out roads over railway stations whenever they think the public convenience would be served by such action.

The attention of the Commissioners has been called to this subject by cases brought before them, and they have been impressed with the belief that an increased distance of travel in the towns is more than compensated by the safety in crossing one track as compared with several. Why the public so persistently demand these dangerous crossings when land quite as accessible and desirable for building may be had elsewhere is a question they have not solved. It is well to meet these matters early, and had there been a provision in our law prohibiting highway crossings at grade over station grounds, towns might not have been located exactly as they are, but the public interests would have been as well served and there would have been a material decrease in the loss of life. The Chicago, Burlington & Quincy Railroad Company moved their switching yards from Creston east, the town, which was laid out originally for their purposes, having grown around the yards to such an extent, and accidents being of so frequent occurrence, that there seemed no other remedy. This, of course, few railway companies are financially able to do.

The Chicago, Rock Island & Pacific Railway Company laid out at Valley Junction a system of tracks for the purpose of transfer from the main line to the branches and *vice versa*, also for their shops, engine houses, etc. For the express purpose of having the tracks free and clear they succeeded in having the only highway on the tract of land they occupied so changed that it would pass their

system without danger to those passing over. Hardly had the plant been completed and in use before the owner of a tract of land south attempted to force a road over the center of the property. It is possible that the authorities have the power and may force the road over the tracks, or compel either the abandonment of the property for the uses for which it was purchased and for which large sums of money have been expended, and thus prevent the liability of the sacrifice of many lives and the payment of large damages by the railway company, which had selected the location because it was entirely free from grade crossings. Our legislation is certainly defective if it cannot protect the owner of this property from this kind of intrusion.

FARM CROSSINGS.

In the report of the board for the year ending June 30, 1892, the question of farm crossings at grade or underground crossings under certain circumstances was somewhat fully discussed or referred to, and it was said in that report that "either additional legislation which has been heretofore recommended by this board, defining what shall be considered an adequate crossing, or future adjudication by the supreme court upon questions arising upon the present statute, will be necessary before the rights of parties can be said to be settled beyond serious controversy."

During the present year, and since that report was made, quite a large number of cases involving the right to underground farm crossings have been presented to the board for their determination. In one of these, that of Alexander Warnock against the Burlington, Cedar Rapids & Northern Railway Company, the decision of the board was filed on the 11th of October, 1893. In that case the petition presented by the complainant fully set forth the facts upon which he claimed the right to an underground crossing, and the answer of the defendant thereto was as follows:

The Railway for answer to the above named complaint, says, that the plaintiff has now an adequate crossing at the place complained of and that the same is such as other crossings throughout the State of Iowa, and such as contemplated by law; and if this complainant is entitled to an underground private crossing, then every other land owner would be entitled to the same along the entire line of defendant's railway. That if the crossing as now constructed is an inconvenience or trouble to complainant, in law, he is now conclusively presumed to have been fully compensated for such inconvenience and trouble, in the payment of the award in the condemnation proceedings for right of way at the place of controversy.

And defendant further answering says that obedience to any order compelling an underground crossing to suit the convenience of complainant, would greatly tend to weaken its roadbed and the lives of employes and the public would be jeopardized; and that for this reason, the plaintiff's private interests should not be regarded as paramount to human life and public good, and therefore his request is unreasonable, inequitable, and unjust. Wherefore defendant prays that no such order be promulgated as asked by plaintiff.

All of the facts and circumstances of the case were fully presented to the Commissioners and they gave it very careful consideration for they believed it to embody substantially all of the facts which if properly brought before the courts of the state would enable them to finally determine some of the principal questions of law that are still unsettled in this state relating to such crossings under the present statutes.

In view of the importance of the question involved, the Commissioners in their decision set forth quite fully the facts they found to exist, and their conclusions as to the law governing the same after reviewing the decisions of the courts bearing upon those questions heretofore rendered, so far as the Commissioners had knowledge thereof, and they quote from their said decision the following:

"From the evidence submitted to the Commissioners and their personal view of the premises they find the following to be the material facts in the case:

That the complainant, Alexander Warnock, is the owner in fee and in possession of the southeast quarter of section twenty (20), in township seventy-seven (77), north of range twelve (12), west of the 5th P. M. Iowa, in the county of Keokuk; that said premises are all enclosed and under cultivation and the owner raises and sells cattle and horses, milks and makes butter for market from a number of cows, ranging from four at some seasons to fourteen at others, and he uses said premises as a stock and dairy farm; that his entire herd of cattle, including milk cows, will average about twenty (20) head, and his average number of horses about fifteen (15) head; that the defendant, the Burlington, Cedar Rapids & Northern Railway Company, owns and operates a line of railway which crosses said quarter section of land owned by plaintiff east and west near the center of the same; that on this line of railroad on said premises and about twenty rods west of the east line of said quarter section there is a fill or embankment about eleven feet in height or depth; that about forty-five rods west of the east line of said premises there is a grade crossing for the use of plaintiff: that said line of railroad is fenced its entire length through or across said premises, and plaintiff's only means of access to said grade crossing is through gates placed in the line of the fence on each side of the railroad right of way opposite said crossing; that said gates are sixteen (16) feet in length, composed of six boards about six inches in width running lengthwise, with cross pieces of same material, and said gates are hung on a cross piece nailed to two posts set near together and to open the same, the gates are shoved back on this cross piece and then carried around out of the way by the person opening the same; that said gates are heavy and somewhat unwieldy and difficult to handle, but are substantially such as are quite commonly used by farmers in that locality, as well as by said railroad company at farm crossings; that said farm crossing at grade for plaintiff is in good condition in every respect, except as to said gates, and the same is in a good and convenient place for plaintiff; that the defendant is ready and willing to repair or replace said gates by proper and suitable ones, and if that is done plaintiff's present crossing is fully up to the standard of the usual or ordinary farm crossing at grade as ordinarily constructed in this state; that there is no cattle guard upon either side of said crossing; that plaintiff's dwelling house and farm buildings are situated near the center of the southeast forty acres of said quarter section in question and his permanent supply of water for stock, consisting of a well and two artificial ponds, also grove used for shade and shelter to stock, with yards and other improvements for the convenient prosecution of his business, are all located or situated near to said dwelling house, on the same forty acres, and all on the south part of said premises as divided by said line of railroad; that there is a highway on the east and also on the south line of said quarter section, and to reach the highway as the plaintiff usually travels from his dwelling he goes south about thirty rods, to the east and west highway on the south line of said quarter section; that the distance from the plaintiff's dwelling house to the farm crossing he now has over the railroad is about fifty-five rods, and from said crossing to plaintiff's watering place for his stock is about forty rods; that to rotate his crops and properly carry on his farming operations it is necessary for plaintiff to have during some seasons pasture for his stock on the north side of said railroad, and during the present season and for several prior thereto plaintiff's pasture for stock has been on that side of said railroad; that during a

large part of the season all the water for plaintiff's stock was obtained by driving the same across said railroad from the north to the south side thereof over said grade crossing; that from the evidence it does not appear reasonably certain that at a reasonable expense a permanent supply of water for stock by wells or ponds can be obtained on plaintiff's land on the north side of said railroad; that the defendant obtained its right of way across plaintiff's premises by deed from him dated November 5, 1879, for the consideration of one hundred and twelve and $\frac{50}{100}$ dollars, said right of way being one hundred feet wide across said premises, and as said deed expresses it, "for the purpose of constructing a railway thereon and for all uses and purposes connected with the use of said railway * * * and to have, hold and enjoy the land described forever for any and all uses and purposes in any way connected with the construction, operation, preservation, occupation and improvement of the said railway;" that the railroad in question was built across the premises of plaintiff in the latter part of the year 1879 and since that time said right of way has been in the possession of defendant and said railroad has been operated by it and the plaintiff has had during that time only the ordinary farm crossing at grade hereinbefore mentioned; that during the hot and dry season plaintiff is put to much extra labor and expense in driving his milk cows and other stock back and forth across said railway track which could be avoided by a crossing for such stock under said railway; that east of the present grade crossing and at the embankment or fill about twenty rods west of the east line of plaintiff's premises hereinbefore mentioned, there is a proper, reasonable and convenient place to put in an under crossing of sufficient width and height for stock to pass through; that such under crossing should be not less than four feet in width and six feet high; that the cost or expense of putting in an under crossing of that size built in a good and substantial manner of iron and stone and covered with the latter material so as to make the same as permanent as practicable is about the sum of five hundred and seventy-five dollars, and if built of wood about two hundred and fifty dollars, as appears from the evidence submitted on the part of the defendant; that the plaintiff has heretofore requested the defendant to put in a suitable under crossing at the place hereinbefore specified, which the defendant has refused to do.

Under such a state of facts the question arises as to what are the rights of the parties and the duty of the Commissioners in the premises.

In an act granting to railroad companies the right of way, passed by the Fourth General Assembly of this State and taking effect February 9, 1853, there is a provision which reads as follows:

When any person owns land on both sides of any railroad, the corporation owning such railroad shall, when required so to do, make and keep in good repair one causeway or other adequate means of crossing the same.

This seems to have remained upon the statute books in that form until the adoption of the Code of 1873, when the language was changed by inserting the words "one cattle guard" and also by giving the owner the right to designate the place for the crossing, if reasonable, so that the provision was made to read as follows:

SECTION 1268. When any person owns land on both sides of any railway, the corporation owning the same, shall when requested so to do, make and keep in good repair *one cattle guard* and one causeway, or other adequate means of crossing the same at such reasonable place as may be designated by the owner.

This provision of the Code was in force when the defendant in this proceeding

obtained its right of way and built its railroad across plaintiff's premises, and is still the law of the state.

It is claimed on the part of the railway company that it has fully complied with that provision of the law by furnishing the plaintiff with his present grade crossing. That it is the ownership of land on both sides of the railroad that determines the right to the crossing and the nature of it, and not the business or occupation of the owner or the purpose for which he desires the same. That what is considered adequate for one must be so for all land owners, or at least that as grade crossings are the rule in this state, the circumstances surrounding plaintiff do not entitle him under the law to any other.

In support of this claim the case of *Omaha & B. V. R. Co vs. Severin*, in the Supreme Court of Nebraska, reported in 46 N. W. Reporter, page 842, is cited and relied upon. It appears from the opinion in that case that the statute of Nebraska in relation to such farm crossing is identical with that of our state, prior to the adoption of the Code of 1873, that is, nothing is said about any cattle guard in the Nebraska statute. In the opinion of the majority of the Nebraska court the following language is used:

Neither cattle nor animals are mentioned in the statute and, as we have seen, neither the ownership nor possession of cattle adds to the right of an owner of lands to adequate means of crossing; the conclusion is, therefore, not only logical but irresistible that a means of crossing that is adequate for one owner of land on both sides of a railroad is, in contemplation of the statute, adequate for all such owners. If not, then such adequacy depends upon the character of the railroad track and right of way between the lands of such owners, whether level, cut or fill, not upon the use of the land on either side of the railroad, nor upon the possession of cattle by such owner.

The Nebraska court hold that the provisions of the statute in regard to crossings and those in relation to the fencing of the railroad right of way must be construed together as relating to the same matter, and the Nebraska statute in relation to fencing differs somewhat from the Iowa statute; upon that question and in referring to the Iowa Code and decisions of the Iowa Supreme Court the Nebraska court says:

The cases cited, as well as others of the Supreme Court of Iowa decided under the above law, hold that it is the duty of railroad companies under the circumstances contemplated by the language of the section to put in cattle guards when requested by the owner of land on both sides of the railroad. I do not doubt the correctness of such holdings, but the statute under which they were made is so radically different from our own that they cannot be followed here.

And the majority of the Nebraska court hold that under the statute of that state, no open crossing can be required of the railroad company by any land owner as such under any circumstances.

Maxwell, J., however, dissents and claims that the question of what is an adequate crossing is one of fact, considering all the circumstances of each case and he uses the following language in his dissenting opinion:

"From the necessity of the case the property of private individuals must sustain injury by the running of such roads. This, however, is borne by the land owners because of the public necessity for railways. In many cases it is unavoidable in constructing the roads to cut off access from the highway to the residence of the land owner. The law, therefore, has provided a safeguard in the land owner's favor, and reduces his inconvenience and damage to his property to the minimum by requiring the company to furnish adequate means of crossing the railway and access to the public road; and where gates or bars could not furnish the adequate convenience, then the company must leave an open way so that the owner of the land may pass and repass without the delay and danger incident to taking down and putting up bars, or opening and shutting gates. * * * His rights should be considered as well as those of the railroad company. No person would desire to purchase a farm on which to reside where it was necessary to open and shut two gates and cross a railroad track in order

to reach the dwelling house, and such a farm would be practically unsalable at the price of land adjoining not intersected by a railway. Compared to the loss of the land owner, the expense of the company in maintaining an open way for his convenience is but a trifle and it is but reasonable to suppose that such crossing was within the contemplation of the parties when the right of way was acquired.

Chapter 30 of the acts of the Twenty-second General Assembly of Iowa, requiring railroad companies to fence their tracks, has the following provision in section 3, or the last section of said act:

Nothing herein contained shall relieve said railroad corporations from pecuniary liability arising from the killing or maiming of live stock on said track or right of way by said corporation that may occur through the negligence of said corporation or its employes, and provided further, that nothing in this act shall be construed so as to interfere with the right to open or private crossings as now maintained, or with the right of persons to such crossings—

Which would seem to be a recognition by the law making power of the right, in some cases at least, to an open farm crossing.

In the case of *Gray vs. The Burlington & M. R. R. Co.*, 37 Iowa, 120, our own Supreme Court, in passing upon the clause of our statute as it was when first adopted, uses the following language:

These crossings are to be of the kind recognized in section 1329 (revision), that is, they are to be *causeways*, which the statute regards as adequate crossings, or other adequate crossings. A *causeway* * * * as applied to a railroad must mean a way raised above the road, a way so raised and properly constructed the law recognizes as adequate. But the law no where defines what constitutes the other adequate crossings which the statute authorizes, nor has it been determined, so far as we can discover, by judicial construction. * * * Then, as an adequate crossing is to be constructed, and such crossing is not defined as matter of law, it must be determined as a question of fact, and as railroads cut through farms in every conceivable manner, the adequacy of the crossing must largely depend upon the circumstances of the case.

In speaking of the facts in that case the court further say:

The railroad has thus, as the evidence shows, interposed itself between plaintiff and the highway, leaving him egress only through two ill-constructed and heavy gates. * * * We have no hesitancy in holding that the means of crossing provided in this case are not, under the circumstances, adequate.

The case just quoted from was approved in *Boggs vs. C., B. & Q. R. Co.*, 54 Iowa, 435, in which latter case substantially the same defense was set up as in the one now under consideration. In that case, after citing the statutes then in force, namely, Code, section 1268, the court say:

The defendant is a corporation upon which is conferred certain powers and privileges. Because of the station of the corporation as the possessor of power and privileges, certain duties are by law imposed. One of these duties is that the defendant shall, when any person owns lands on both sides of its track, upon request make one cattle guard and one causeway, or other adequate means of crossing the same at such reasonable place as the owner may designate.

And the court decided in that case that the plaintiff was entitled to an open crossing.

The case of *Curtis vs. The C., M. & St. P. Ry. Co.*, 62 Iowa 418, was one where the plaintiff claims an open crossing so as to be saved the inconvenience of opening and shutting gates when driving his cattle from one part of the pasture to the other. In that case the Supreme Court says:

We come then to the question as to whether the crossing at the place where made, not being an open one, was adequate. We do not feel called upon to determine whether under any circumstances a farmer, whose pasture is crossed by a railroad track, is entitled to an open crossing, for the mere accommodation of his stock. The defendant contends strenuously that he is not. There would certainly be a grave objection to a crossing in a pasture that would allow cattle to enter upon the track and stop there. It would unquestionably be a source of danger. But without going to the extent

which the defendant contends that we should, we have to say that we do not think that it follows as a matter of course that a farmer is entitled to such crossing for cattle regardless of all other means of crossing. The burden was upon the plaintiff to show at least that he had no other adequate means.

The court then says that all the evidence is not before them and that there is no finding as to what other means plaintiff had and then say:

We might rest the case here but we think best to say that the evidence set out shows that there was a good enough crossing near by under a railroad bridge except that in wet seasons it sometimes became impassable. * * * There was a highway boundary of the pasture. He has not allowed us to say that we are in possession of all the facts, and yet with the burden of proof upon himself he asks us to hold that the crossing complained of is inadequate. He asks it for the reason it is not an open one. We do not think we would be justified in so holding.

In the case of the *State vs. Mason City & Ft. Dodge Railroad Company*, decided May 23, 1892, and reported in 52 N.W. Rep. 492, the court, after referring to the petition admitted by the demurrer in that case, say as to the facts:

It appears from these statements that the land of Mr. Cutler is by the railroad track cut diagonally, and in nearly equal parts; that it is an enclosure used as a pasture in which is kept a large amount of stock; that it is necessary to drive said stock over and across the said defendant's road as often as twice a day and that the defendant refused and still refuses to build or furnish an adequate crossing for him so that he can safely transfer his said stock from one side of the defendant's said railroad track to the other in said pasture.

In that case the Commissioners made an order for an under crossing, and it was contended by the defendant in the Supreme Court that the Commissioners had no jurisdiction in the matter and no authority to make any such order because the same affects only a private and not a public right.

The Supreme Court, after citing Section 1,268 of the Code, relating to crossings, say:

It now becomes a question whether or not the "adequate means of crossing" railway tracks, within the meaning of the section, pertains to private or individual rights to the exclusion of a public right or obligation in regard to them. In judicial proceedings there has been considerable comment in regard to the public character of such corporations and their amenability to legislative control because of that character. The construction of railway lines of necessity requires that the estates of others shall in a sense become subservient to them. The public demand for them, because of their public utility, has induced legislation by which land owners must for a compensation, if not agreed upon to be settled under the form of law, yield a right of way over their lands for railway lines. This exercise of eminent domain in their favor, is because of their "public character, relations and uses." Such rights are not granted in aid of mere private purposes. These facts are highly important in determining to what extent rights and obligations growing out of the exercise of corporate functions, as a result of such legislation, are public or private. In so far as the law gives to the corporation rights and privileges, as against the land owner, for the construction and maintenance of railway lines the rights and privileges are of a public nature and enforceable against the land owner, because of that nature. The legislative authority thus exercised in favor of the corporation, can only be justified by the same authority granting adequate protection to the land owner, by prescribing the manner of the exercise of such functions by the corporation, and in a way on the one hand to preserve to the public and to the corporation the full benefits designed by the franchise, and on the other to preserve to the land owner, to the fullest extent consistent with the franchise, the enjoyment of his property rights. The section of the statute quoted is a part of the law under which the defendant company accepted the franchise and constructed its railway, and by the admitted facts of the case it has failed to provide an adequate crossing on the land of Mr. Cutler. Its obligation to provide such a crossing arises out of its acceptance of corporate rights under the general laws of the State. The relation of the land owner to the corporation is involuntary, the result of a public necessity. His rights, as against the corporation, to an adequate crossing are not in the usual sense contractual. The obligation of the corporation to make such crossing is, primarily, to the public, resulting from the acceptance of its franchise. It may inure, under legal rules, to the benefit of the land owner, but not in such a sense that the public is divested of a right or interest therein. If such right or interest is no more than to enforce a compliance with the terms and conditions of the grant to the corporation, and that in respect to individual rights arising out of the transactions of the public with the corporation it is still a right that the law, equitably administered, will recognize. If the public, in

furtherance of its general interests, says to A, a land owner, you must yield a right of way over your land to a corporation for railway purposes, but a condition of this requirement is, that adequate means of crossing such railway shall be preserved to you, is it not in harmony with equity and good government that the public, while compelling A to observe the terms of the grant in favor of the corporation, should preserve and exercise a right to compel the corporation to observe the particular conditions of its acceptance from the public, whereby the individual rights of A, pertaining expressly to the grant, may be preserved? Let us view the situation in the light of the facts in this case. The defendant company has accepted its franchise and constructed its road across the land of Mr. Cutler. The use of the land, as a pasture, requires that a large amount of stock shall cross the road twice a day. Mr. Cutler is entitled to an adequate crossing which the company, by its demurrer, admits that it has not given him. We are of the opinion that the public has such a right or interest arising out of the grant of the franchise, that it may, if indeed it should not compel the corporation to observe its undertaking.

The contention, in behalf of the public interest, in the crossing, is somewhat aided by the fact that the crossing for the passage of stock over the track affects the public safety in the operation of trains. In many instances the added security of an under-grade over a grade crossing might be the controlling consideration in ordering a change.

And further along in the case the court say:

Our conclusions then are that the railroad commissioners in cases where a person owns land on both sides of a railroad, have authority to make inquiry and orders as to an adequate means of crossing the same and that a violation of the law by the corporation in respect thereto involves a public right.

But the court in that case say in the concluding part of the opinion:

The justness or reasonableness of the order making a change from a grade to an undergrade crossing is not presented to us by the record:

and consequently while the order of the Commissioners is sustained by the court in that case, it can not be claimed to be conclusive in such a one as now under consideration, which is contested in such a way as to develop the merits on both sides of the controversy.

Since that case was decided quite a number of cases have been brought before the Commissioners involving similar questions. They have heretofore in their reports made to the Governor of the State called the attention of the law-making power to the uncertainty as to the rights of parties interested in such crossings and have urged that the same be more clearly defined, but no measure has as yet been adopted to that end. The questions involved are important, not only to the owners of land divided by railroads, but to the railroad companies and the people of the State generally.

The Commissioners might not as readily have reached the conclusions they have in this case, if there was no question as to the effectiveness of an appeal in this proceeding by either side of the controversy to the courts from an adverse decision by the Commissioners.

In the case of the *State vs. Des Moines & Ft. Dodge R. Company*, decided January 30, 1892, in speaking of the enforcement by the courts of orders made by the Commissioners, the Supreme Court of the State uses the following language:

The statute clearly contemplates that only such orders as are reasonable and just shall be enforced. It does not contemplate that in all cases the reasonableness and justness of such orders should be found by judicial determination of the courts, but only such as are violated, and then at the instance of the Commissioners. Thus, if the Commissioners refused to make an order, or when an order is made by them and observed by the company, its reasonableness or justness cannot be made a matter of investigation by the courts. It thus quite conclusively appears that in so far as the public are concerned, and judgment of the Commissioners is conclusive as to orders and regulations.

It seems to the commissioners from the evidence in this case that the complainant, Mr. Warnock, during a considerable portion of the year suffers as much, if not greater inconvenience and damage, by reason of having to open the gates at

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RATES.

In Cedar Rapids & Northern Railway Com-
on County to restrain the Railroad Com-
order made by them establishing joint rates
of freight and cars over its road and that of
restrain the Commissioners from enforcing any
to enter into joint through rates of freight
Judge Fairall granted an injunction.

dissolved the injunction. A rehearing of the
urt. The law as enacted by the Twenty-third
General Assembly, is here inserted, also the
ing, which while sustaining the former ruling,
ch do not really decide the important issues of

case involving the underlying principles of the
the court as now constituted (the personnel of

court having changed since the first decision), the position previously taken by the Supreme Court may not be sustained.

The law with the opinion of the court are here quoted:

Twenty-third General Assembly, chapter 17, section 1. That chapter twenty-eight of the acts of the Twenty-second General Assembly be and the same is hereby amended as follows: That said chapter twenty-eight of the acts of the Twenty-second General Assembly shall not be construed to prohibit the making of rates by two or more railroad companies for the transportation of property over two or more of their respective lines of railroad within this State, and a less charge by each of said railroad companies for its portion of such joint shipment than it charges for a shipment for the same distance wholly over its own line within the State, shall not be considered a violation of said chapter twenty-eight of the acts of the Twenty-second General Assembly, and shall not render such railroad company liable to any of the penalties of said act, but the provisions of this section shall not be construed to permit railway companies, establishing joint rates, to make by such joint rates any unjust discrimination between the different shipping points or stations upon their respective lines between which joint rates are established, and any such unjust discrimination shall be punished in the manner and by the penalties provided by chapter twenty-eight of the acts of the Twenty-second General Assembly.

SEC. 2. All railway companies doing business in this State shall, upon the demand of any person or persons interested, establish reasonable joint through rates for the transportation of freight between points upon their respective lines within this state, and shall receive and transport freight and cars over such route or routes as the shipper shall direct. Car load lots shall be transferred without unloading from the cars in which shipments were first made, unless such unloading in other cars shall be done without charge therefor to the shipper or receiver of such car load lots, and such transfer be made without unreasonable delay and less than car load lots shall be transferred into the connecting railway's cars at cost, which shall be included in and made a part of the joint rate adopted by the such railway companies or established as provided by this act. When shipments of freight to be transported between different points within this State are required to be carried by two or more railway companies operating connecting lines, such railway companies shall transport the same at reasonable through rates and shall at all times give the same facilities and accommodations to local or State traffic as they give to inter-state traffic over their lines of road.

SEC. 3. In the event that said railway companies fail to establish through joint rates or fail to establish and charge reasonable rates for such through shipments, it shall be the duty of the board of railroad commissioners, and they are hereby directed, upon the application of any person or persons interested, to establish joint rates for the shipment of freight and cars over two or more connecting lines of railroad in this State, and in the making of such rates and in changing or revising the same, they shall be governed as near as may be, by all the provisions of chapter twenty-eight of the acts of the Twenty-second General Assembly, and shall take into consideration the average of rates charged by said railway companies for shipments within this State for like distances over their respective lines, and rates charged by the railway companies operating such connecting lines for joint interstate shipments for like distances. The rates established by the board of railroad commissioners shall go into effect within ten days after the same are promulgated by said board, and from and after that time the schedule of rates shall be prima facie evidence in all of the courts of this State that the (*) joint transportation of freight and cars upon the railroads for which such schedules have been fixed.

SEC. 4. Before the promulgation of such rates as provided in section three of this act, the board of railroad commissioners shall notify the railroad companies interested in the schedule of joint rates fixed by them; and they shall give said railroad companies a reasonable time thereafter to agree upon a division of the charges provided for in such schedule, and, in the event of the failure of said railroad companies to agree upon a division and to notify the board of such agreement, the board of railroad commissioners shall, after a hearing of the companies interested, decide the same, taking into consideration the value of terminal facilities and all the circumstances of the haul, and the division so determined by the board, shall in all controversies or suits between the railroad companies interested, be prima facie evidence of a just and reasonable division of such charges.

(*) An Act to amend Chapter No. 17 of the Acts of the Twenty-third General Assembly (Joint Rates on Railways).

SECTION 1. That chapter seventeen of the acts of the Twenty-third General Assembly be amended by inserting between the words "the" and "joint" in the twentieth line of section No. 3 of said act the following words, to-wit: "Rates therein fixed are reasonable and just maximum rates for the."

SEC. 2. This act being deemed of immediate importance shall take effect and be in force from and after its publication in the Iowa State Register and Des Moines Leader, newspapers published at Des Moines, Iowa.

SEC. 5. Every unjust and unreasonable charge for the transportation of freight and cars over two or more railroads in this State is hereby prohibited and declared to be unlawful, and each and every one of the companies making such unreasonable and unlawful charges, or otherwise violating the provisions of this act, shall be punished as provided in chapter twenty-eight of the acts of the Twenty-second General Assembly for the making of unreasonable charges for the transportation of freight and cars over a single line of railroad by a single company.

IN THE SUPREME COURT OF IOWA,

MAY TERM, 1892.

THE BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY,
Appellant,

VS.

PETER A. DEY, SPENCER SMITH AND F. T. CAMPBELL,
Railroad Commissioners of Iowa, Appellees.

APPEAL FROM JOHNSON COUNTY DISTRICT COURT.

HON. S. H. FAIRALL, JUDGE.

Action in equity to restrain and enjoin the defendants as Railroad Commissioners of this State from enforcing a certain order made by them, establishing joint rates of charges for the transportation of freight and cars over the road of plaintiff and connecting lines of road; also to enjoin and restrain said Commissioners from enforcing any other order compelling plaintiff to enter into joint through rates of freight charges with other railroad companies.

JOHN Y. STONE, *Attorney-General,*
For Appellee.

S. K. TRACY AND A. E. SWISHER,
For Appellant.

KINNE, J.

1. This is the second appeal in this case. The former appeal was from a ruling of the district court refusing to dissolve an injunction, and is reported in 82 Iowa, 312, 48 N. W. Rep., 98. The decision of the court below was reversed, and the cause remanded. Defendants filed a demurrer to the petition as amended after reversal, and the court entered judgment sustaining said demurrer, from which ruling plaintiff appeals. As the demurrer challenges the sufficiency of the petition to constitute a cause of action, it becomes necessary to state the substance of the pleading thus assailed. Plaintiff, after averring its corporate capacity, states that defendants are the Board of Railroad Commissioners of this State; that by Chapter 28, acts of the Twenty-second General Assembly, said Board is given authority to fix, establish and publish reasonable maximum rates of charges for the transportation of freight upon railroads within this State; that a schedule of rates has been adopted by said Board for petitioner, which was accepted and adopted by it as reasonable and just; that said Chapter 28 of the acts of the Twenty-second General Assembly provides that all railway companies doing business in this State upon the demand by any persons, shall establish joint rates for the transportation of freight between points on their respective lines, and shall receive and transport freight and cars over such routes as the shipper shall direct; also that when the rates for transportation charges are fixed by the Board of Railroad Commissioners, such rates shall in all suits brought against any railroad company wherein is in any way involved the charges of such railroad for the transportation of

freight, be deemed and taken in all courts of this State as *prima facie* evidence that the rate thus fixed is a reasonable and just charge for the transportation of freight and cars upon such roads, and any greater rate charged shall be deemed extortion. Said chapter further provides, that for violating the charges or rates thus fixed, the penalty is to forfeit and pay to the State of Iowa not less than \$1,000 nor more than \$5,000 for the first offense, and not less than \$5,000 nor more than \$10,000 for any subsequent offense, to be recovered in a civil action by ordinary proceedings in the name of the State. That demands have been made upon petitioner, under the law, that it shall make joint rates with other railroads, as in the act contemplated, and petitioner refuses to do so. That under the act of the legislature known as the "Joint Rate Act," it becomes the duty of the Commissioners upon such refusal, and upon the application of any person, to establish joint rates between defendant and connecting roads.

That said board has been so requested to establish joint rates between petitioner and other railroads and is about so to do and to promulgate the same, and said rates will be established and promulgated unless restrained by order of this court, thereby subjecting petitioner to the penalties heretofore referred to, in the event of non-compliance with the joint rates so established and promulgated. That the joint rate bill, a copy of which is attached hereto, is unconstitutional and void, said Commissioners having no authority or right to fix a joint rate or to promulgate the same. That said act deprives petitioner of rights guaranteed to it by section 9 of article 1, of the constitution of Iowa, in that it deprives petitioner of its property, and the right to contract, and deprives it of its liberty, without due process of law, and prevents it acquiring, possessing, controlling and protecting its property as guaranteed by section 1 of the constitution of Iowa, and by like provisions of the constitution of the United States.

If defendants are permitted to establish and promulgate such joint rates, although the same will be void, yet thereunder petitioner will be subjected to a multiplicity of suits to recover the penalties referred to, and will be otherwise harrassed by vexatious litigation. That petitioner is without remedy at law and prays that a temporary writ of injunction issue restraining defendants and each of them as such board, from establishing and promulgating joint rates with it in connection with other railroads, for the shipment of freight and cars over such different railroads, and that on final hearing the injunction may be made perpetual.

July 7, 1890, petitioner amended its bill averring that the joint rate act was unconstitutional and void because it denied the right of trial by jury, and denied due process of law in the protection and preservation of its property as guaranteed by section 9 of article 1 of the constitution of Iowa: that its property or the use thereof is taken without its consent and without just compensation, for private and public purposes, that its right of appeal is so tampered with as to make it ineffectual: that in the enforcement of any order promulgated by said Commissioners, all distinction between law and equitable actions is abolished by said acts in violation of section 6 of article 5 of the constitution of Iowa.

That said acts are in violation of section 8 of article 1 of the constitution of the United States, in that they are a regulation of commerce among the several States. That said acts violate section 17 of article 1 of the constitution of Iowa, by imposing excessive fines and unusual punishment.

That said acts are void because they fail to describe or define the offenses for which the penalties are imposed, and impose penalties by way of attorneys fees.

That said acts are in violation of the 14th amendment to the constitution of the United States, in that they abridge the privileges or immunities of petitioner as a citizen ; and deny it the equal protection of the laws, deprive it of its property and the use thereof without just compensation or due process of law ; that by said acts petitioner is denied the liberty of contracting with reference to its business, is compelled to enter into involuntary, unreasonable and unprofitable contracts with other railroad companies at the instance of third persons, compelling the operation of the road at a loss ; that no notice is given petitioner of the time and place when and where said joint rates will be fixed, or to show the unreasonableness of the same ; that the rates so fixed are final and absolute.

The following exhibit was attached to and made a part of the petition ;

EXHIBIT A.

An Act to amend Chapter 28 of the acts of the Twenty-second General Assembly, giving authority for the making of rates for the transportation of freight and cars over two or more lines of railroad within this State, and enlarging the powers and further defining the duties of the board of railroad commissioners.

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. That chapter 28 of the acts of the Twenty-second General Assembly be and the same hereby is amended as follows: That said chapter 28 of the acts of the Twenty-second General Assembly shall not be construed to prohibit the making of rates by two or more railroad companies for the transportation of property over two or more of their respective lines of railroad within this State, and a less charge by each of said railroad companies for its portion of such joint shipment than it charges for a shipment for the same distance wholly over its own line within the State, shall not be considered a violation of said chapter 28 of the acts of the Twenty-second General Assembly, and shall not render such railroad company liable to any of the penalties of said act, but the provisions of this section shall not be construed to permit railway companies, establishing joint rates, to make by such joint rates any unjust discrimination between the different shipping points or stations upon their respective lines between which joint rates are established, and any such unjust discrimination shall be punished in the manner and by the penalties provided by chapter 28 of the acts of the Twenty-second General Assembly.

SEC. 2. All railway companies doing business in this State shall, upon the demand of any person or persons interested, establish reasonable joint through rates for the transportation of freight between points upon their respective lines within this State, and shall receive and transport freight and cars over such route or routes as the shipper shall direct.

Car-load lots shall be transferred without unloading from the cars in which such shipments were first made, unless such unloading in other cars shall be done without charge therefor to the shipper or receiver of such car-load lots, and such transfer be made without unreasonable delay, and less than car-load lots shall be transferred into the connecting railway cars at cost, which shall be included in and made a part of the joint rate adopted by such railway companies or established as provided by this act. When shipments of freight to be transported between different points within this State are required to be carried by two or more railway companies operating connecting lines, such railway companies shall transport the same at reasonable through rates, and shall at all times give the same facilities and accommodations to local or State traffic as they give to inter-state traffic over their lines of road.

SEC. 3. In the event that said railway companies fail to establish through joint rates or fail to establish and charge reasonable rates for such through shipments, it shall be the duty of the Board of Railroad Commissioners and they are hereby directed, upon the application of any person or persons interested, to establish joint rates for the shipment of freight and cars over two or more connecting lines of railroad in this State and in the making of such rates and in changing or revising the same, they shall be governed as nearly as may be, by all the provisions of chapter 28 of the acts of the Twenty-second General Assembly, and shall take into consideration the average of rates charged by said railway companies for shipments within this State for like distances over their respective lines, and rates charged by the railway companies operating such connecting lines for joint inter-state shipments for like distances.

The rates established by the Board of Railroad Commissioners shall go into effect within ten days after the same are promulgated by said Board, and from and after that time the schedule of such rates shall be *prima facie* evidence in all of the courts of this State that the *rates therein fixed are reasonable and just maximum rates for the joint transportation of freight and cars upon the railroads for which such schedules have been fixed*

SEC. 4. Before the promulgation of such rates as provided in section 3 of this act, the Board of Railroad Commissioners, shall notify the railroad companies interested in the schedule of joint rates fixed by them; and they shall give said railroad companies a reasonable time thereafter to agree upon a division and to notify the board of such agreement. The Board of Railroad Commissioners shall, after a hearing of the companies interested, decide the same, taking into consideration the value of terminal facilities and all the circumstances of the haul, and the division so determined by the board shall in all controversies or suits between the railroad companies interested, be *prima facie* evidence of a just and reasonable division of such charges.

SEC. 5. Every unjust and unreasonable charge for the transportation of freight and cars over two or more railroads in this state is hereby prohibited and declared to be unlawful, and each and every one of the companies making such unreasonable and unlawful charges, or otherwise violating the provisions of this act, shall be punished as provided in chapter 23 of the acts of the Twenty-second General Assembly for the making of unreasonable charges for the transportation of freight and cars over a single line of railroad by a single railroad company.

SEC. 6. This act being deemed of immediate importance shall take effect and be in force from and after its publication in the *Iowa State Register* and the *Des Moines Leader*, newspapers published in the city of Des Moines, Iowa.

After the case had been remanded, plaintiff amended its bill by alleging that since the filing of the original bill and the amendment thereto, defendants in furtherance of their unlawful attempt to execute said joint rate statute, did on October 7, 1890, promulgate and issue, and are now attempting to enforce, and will enforce unless restrained by order of the court, the following joint through rate or order as made by them:

IOWA FREIGHT RATES.

Revised schedule of reasonable maximum rates for the transportation of freight within the State of Iowa.

Notice is hereby given that in pursuance of the acts of the Twenty-second General Assembly of the State of Iowa, the schedule of reasonable maximum rate of charges for the transportation of freight within the State of Iowa now in effect on the respective lines of railway of said State has been revised and amended by the adoption of the following:

From and after the 25th day of October, 1890, the following railroad companies engaged in the business of common carriers and doing business within the State of Iowa, viz: (Here follows the names of all the railroad companies in Iowa) shall be governed by the following rule in making rates for freight passing over two or more lines within the State. The maximum rate of freight to be charged by any railroad company receiving business from a shipper at a station on its line within the State of Iowa destined to a point within the State of Iowa on another line of railroad, or receiving freight originating within the State of Iowa on the line of another railroad and destined to a point within the State of Iowa on its line, shall be eighty per cent of the schedule of reasonable maximum rates of charges for the transportation of freight and cars in Iowa as fixed by the Board of Railroad Commissioners of Iowa and now in effect.

October 8, 1890. (Signed by the Commissioners.)

The amendment avers "that said order is unlawful and was promulgated and issued without authority of law, and in excess of the powers of said Railway Commission, and the statute pretending to authorize any such schedule of joint through rates is void, and in conflict with the various provisions of the constitution of the United States and that of the State of Iowa, for the reasons heretofore fully set out."

The prayer attached to this amendment asks that defendants be enjoined and restrained from attempting to enforce or execute said order, and also prays that

they be restrained from putting into effect any other order compelling petitioner to enter into joint through rates of freight charges, under said pretended statute, with other railroad companies.

October 9, 1891, defendants demurred to the petition as amended because:

1. The petition and its amendments do not show any facts which entitle the plaintiff to the relief demanded.
2. The statute complained of in the petition is constitutional and valid, and has been so held by the Supreme Court.

On the hearing of this demurrer the district court held that the facts stated did not entitle plaintiff to the relief demanded, or to any relief, and sustained the demurrer.

Plaintiff excepted to the ruling and failing to further amend its petition and electing to stand thereon, judgment was rendered against it on said demurrer and for costs, to which it excepted and appealed. The italicised words in Section 3, of Chapter 17, above set out, were not in the act originally, but were incorporated therein by amendment by Chapter 25, of the Acts of the Twenty-fourth General Assembly.

It is contended that the case as now presented raises no question not involved in and passed upon by this court in its opinion on the former appeal; if this be so it can only be determined by an examination of the issues as made in each case.

2. If the contention of the State is correct, that this case involves no legal question not passed upon on the former appeal it is decisive of the case, as we are precluded on this second appeal from reviewing questions presented and passed upon on the first hearing.

It will be observed that the petition on the former trial below was attacked by a motion to dissolve the injunction which had been issued. The legal effect was the same as though the defendant had challenged its sufficiency by a demurrer. On the former appeal the sufficiency of the allegations of the petition as then amended, to justify the granting of the relief therein prayed, were exhaustively considered and this court held that petitioner was not entitled to the relief prayed. Now wherein are the issues changed from what they were on the former appeal? What new legal question or questions are presented by the pleadings?

The only change in, or addition to, plaintiff's bill is that it has, by an amendment made since the former hearing, pleaded the order of the Railroad Commissioners fixing maximum joint rates and ordering that they take effect on a certain day. This amendment avers that the order is made without authority of law, and in excess of the powers of the Commission; that the statute authorizing it is void, "and in conflict with the various provisions of the constitution of the United States and that of the State of Iowa, for the reasons heretofore fully set out." And each and all of the reasons so referred to are to be found in the petition as amended and as passed upon by this court in its opinion on the first appeal. It was then pleaded that the act under which the Commissioners have since made the order, was void, and for many reasons, not necessary to be again repeated, in conflict with the federal and State constitutions.

In no respect is any new legal question presented by this appeal. Counsel for petitioner, it is true, in argument, and with great ability, urge that the order made fixing the reasonable maximum joint rate at eighty per cent of the schedule of reasonable rates already in force, is on its face unreasonable, but no such claim is made in the amendment.

to reach the dwelling house, and such a farm would be practically unsalable at the price of land adjoining not intersected by a railway. Compared to the loss of the land owner, the expense of the company in maintaining an open way for his convenience is but a trifle and it is but reasonable to suppose that such crossing was within the contemplation of the parties when the right of way was acquired.

Chapter 80 of the acts of the Twenty-second General Assembly of Iowa, requiring railroad companies to fence their tracks, has the following provision in section 8, or the last section of said act:

Nothing herein contained shall relieve said railroad corporations from pecuniary liability arising from the killing or maiming of live stock on said track or right of way by said corporation that may occur through the negligence of said corporation or its employees, and provided further, that nothing in this act shall be construed so as to interfere with the right to open or private crossings as now maintained, or with the right of persons to such crossings—

Which would seem to be a recognition by the law making power of the right, in some cases at least, to an open farm crossing.

In the case of *Gray vs. The Burlington & M. R. R. Co.*, 87 Iowa, 120, our own Supreme Court, in passing upon the clause of our statute as it was when first adopted, uses the following language:

These crossings are to be of the kind recognized in section 1329 (revision), that is, they are to be *causeways*, which the statute regards as adequate crossings, or other adequate crossings. A causeway * * * as applied to a railroad must mean a way raised above the road, a way so raised and properly constructed the law recognizes as adequate. But the law nowhere defines what constitutes the other adequate crossings which the statute authorizes, nor has it been determined, so far as we can discover, by judicial construction. * * * Then, as an adequate crossing is to be constructed, and such crossing is not defined as matter of law, it must be determined as a question of fact, and as railroads cut through farms in every conceivable manner, the adequacy of the crossing must largely depend upon the circumstances of the case.

In speaking of the facts in that case the court further say:

The railroad has thus, as the evidence shows, interposed itself between plaintiff and the highway, leaving him egress only through two ill-constructed and heavy gates. * * * We have no hesitancy in holding that the means of crossing provided in this case are not, under the circumstances, adequate.

The case just quoted from was approved in *Boggs vs. C., B. & Q. R. Co.*, 54 Iowa, 485, in which latter case substantially the same defense was set up as in the one now under consideration. In that case, after citing the statutes then in force, namely, Code, section 1268, the court say:

The defendant is a corporation upon which is conferred certain powers and privileges. Because of the station of the corporation as the possessor of power and privileges, certain duties are by law imposed. One of these duties is that the defendant shall, when any person owns lands on both sides of its track, upon request make one cattle guard and one causeway, or other adequate means of crossing the same at such reasonable place as the owner may designate.

And the court decided in that case that the plaintiff was entitled to an open crossing.

The case of *Curtis vs. The C., M. & St. P. Ry. Co.*, 62 Iowa 418, was one where the plaintiff claims an open crossing so as to be saved the inconvenience of opening and shutting gates when driving his cattle from one part of the pasture to the other. In that case the Supreme Court says:

We come then to the question as to whether the crossing at the place where made, not being an open one, was adequate. We do not feel called upon to determine whether under any circumstances a farmer, whose pasture is crossed by a railroad track, is entitled to an open crossing, for the mere accommodation of his stock. The defendant contends strenuously that he is not. There would certainly be a grave objection to a crossing in a pasture that would allow cattle to enter upon the track and stop there. It would unquestionably be a source of danger. But without going to the extent

which the defendant contends that we should, we have to say that we do not think that it follows as a matter of course that a farmer is entitled to such crossing for cattle regardless of all other means of crossing. The burden was upon the plaintiff to show at least that he had no other adequate means.

The court then says that all the evidence is not before them and that there is no finding as to what other means plaintiff had and then say:

We might rest the case here but we think best to say that the evidence set out shows that there was a good enough crossing near by under a railroad bridge except that in wet seasons it sometimes became impassable. * * * There was a highway boundary of the pasture. He has not allowed us to say that we are in possession of all the facts, and yet with the burden of proof upon himself he asks us to hold that the crossing complained of is inadequate. He asks it for the reason it is not an open one. We do not think we would be justified in so holding.

In the case of the *State vs. Mason City & Ft. Dodge Railroad Company*, decided May 23, 1892, and reported in 52 N.W. Rep. 492, the court, after referring to the petition admitted by the demurrer in that case, say as to the facts:

It appears from these statements that the land of Mr. Cutler is by the railroad track cut diagonally, and in nearly equal parts; that it is an enclosure used as a pasture in which is kept a large amount of stock; that it is necessary to drive said stock over and across the said defendant's road as often as twice a day and that the defendant refused and still refuses to build or furnish an adequate crossing for him so that he can safely transfer his said stock from one side of the defendant's said railroad track to the other in said pasture.

In that case the Commissioners made an order for an under crossing, and it was contended by the defendant in the Supreme Court that the Commissioners had no jurisdiction in the matter and no authority to make any such order because the same affects only a private and not a public right.

The Supreme Court, after citing Section 1,268 of the Code, relating to crossings, say:

It now becomes a question whether or not the "adequate means of crossing" railway tracks, within the meaning of the section, pertains to private or individual rights to the exclusion of a public right or obligation in regard to them. In judicial proceedings there has been considerable comment in regard to the public character of such corporations and their amenability to legislative control because of that character. The construction of railway lines of necessity requires that the estates of others shall in a sense become subservient to them. The public demand for them, because of their public utility, has induced legislation by which land owners must for a compensation, if not agreed upon to be settled under the form of law, yield a right of way over their lands for railway lines. This exercise of eminent domain in their favor, is because of their "public character, relations and uses." Such rights are not granted in aid of mere private purposes. These facts are highly important in determining to what extent rights and obligations growing out of the exercise of corporate functions, as a result of such legislation, are public or private. In so far as the law gives to the corporation rights and privileges, as against the land owner, for the construction and maintenance of railway lines the rights and privileges are of a public nature and enforceable against the land owner, because of that nature. The legislative authority thus exercised in favor of the corporation, can only be justified by the same authority granting adequate protection to the land owner, by prescribing the manner of the exercise of such functions by the corporation, and in a way on the one hand to preserve to the public and to the corporation the full benefits designed by the franchise, and on the other to preserve to the land owner, to the fullest extent consistent with the franchise, the enjoyment of his property rights. The section of the statute quoted is a part of the law under which the defendant company accepted the franchise and constructed its railway, and by the admitted facts of the case it has failed to provide an adequate crossing on the land of Mr. Cutler. Its obligation to provide such a crossing arises out of its acceptance of corporate rights under the general laws of the State. The relation of the land owner to the corporation is involuntary, the result of a public necessity. His rights, as against the corporation, to an adequate crossing are not in the usual sense contractual. The obligation of the corporation to make such crossing is, primarily, to the public, resulting from the acceptance of its franchise. It may inure, under legal rules, to the benefit of the land owner, but not in such a sense that the public is divested of a right or interest therein. If such right or interest is no more than to enforce a compliance with the terms and conditions of the grant to the corporation, and that in respect to individual rights arising out of the transactions of the public with the corporation it is still a right that the law, equitably administered, will recognize. If the public, in

companies whose lines extend beyond the borders of the state, the laws bearing upon the subject are here inserted:

SEC. 4. The said Railroad Commissioners shall on or before the first Monday in December in each year make a report to the Governor of their doings for the preceding year, containing such facts, statements and explanations as will disclose the working of the system of railroad transportation in this state, and its relation to the general business and prosperity of the citizens of the state, and such suggestions and recommendations in respect thereto as may to them seem appropriate. Said report shall also contain as to every railroad corporation doing business in this state:

First—The amount of its capital stock.

Second—The amount of its preferred stock, if any, and the condition of its preferment.

Third—The amount of its funded debt and the rate of interest.

Fourth—The amount of its floating debt.

Fifth—The cost and actual present cash value of its road and equipment, including permanent way buildings and rolling stock, all real estate used exclusively in operating the road, and all fixtures and conveniences for transacting its business.

Sixth—The estimated value of all other property owned by such corporation, with a schedule of the same, not including lands granted in aid of its construction.

Seventh—The number of acres originally granted in aid of construction of its road by the United States or by this state.

Eighth—Number of acres of such land remaining unsold.

Ninth—A list of its officers and directors, with their respective places of residence.

Tenth—Such statistics of the road, and of its transportation business for the year, as may in the judgment of the Commissioners be necessary and proper for the information of the General Assembly, or as may be required by the Governor. Such report shall exhibit and refer to the condition of such corporation on the first day of July of each year, and the details of its transportation business transacted during the year ending June 30.

Eleventh—The average amount of tonnage than can be carried over each road in the state with an engine of given power.

SEC. 5. To enable said Commissioners to make such a report, the president or managing officer of each railroad corporation doing business in this state, shall annually make to the said Commissioners, on the fifteenth day of the month of September, such returns in the form in which they may prescribe, as will afford the information required for their said official report; such returns shall be verified by the oath of the officer making them; and any railroad corporation whose returns shall not be made as herein prescribed by the fifteenth day of September, shall be liable to a penalty of one hundred dollars for each and every day after the sixteenth day of September, that such returns shall be wilfully delayed or refused.

The Twenty-second General Assembly took up the subjects of reports and without repealing, as the Board understand, any of the provisions of the sections above quoted, enacted the following:

Chap. 28, Sec. 22. The said board of railroad commissioners is hereby authorized to require annual reports from all common carriers subject to the provisions of this act, to fix the time and prescribe the manner in which such reports shall be made, and to require from such carriers specific answers to all questions upon which the said commissioners may need information. Such annual reports shall show in detail the amount of the capital stock issued, the amounts paid therefor, and the manner of the payment of the same: the dividends paid, the surplus fund, if any, and the number of stockholders; the funded and floating debts and the interest paid thereon: the costs and the value of the carrier's property, franchises and equipment; the number of employes, and the salaries paid each class; the amounts expended for improvements each year, how and where expended and the character of such improvements; the earnings and receipts from each branch of business, and from all sources; the operating and other expenses; the balances of profit and loss; and a complete exhibit of the financial operations of the carrier each year, including an annual balance sheet. Such reports shall also contain such information in relation to rates and regulations, concerning fares or freights, or agreements, arrangements, or contracts with other common carriers as the commissioners may require; and the said board of commissioners may, within its discretion, for the purpose of enabling it the better to carry out the purpose of this act (if in the opinion of the commissioners it is practicable to prescribe such uniformity and methods of keeping accounts) prescribe a period of time within which all common carriers subject to the provisions of this act, shall have, as near as may be, a uniform system of accounts and the manner in which such accounts shall be kept.

Chapter 27 of the Acts of the 24th General Assembly amends the foregoing and would seem to furnish the authority needed:

REPORT TO RAILROAD COMMISSIONERS.

AN Act to Amend Section No. 22, of Chapter No. 28, of the Acts of the Twenty-second General Assembly, relating to reports to be made to the board of railroad commissioners.

That Section No. twenty-two (22), of Chapter No. twenty-eight (23), of the acts of the Twenty-second General Assembly be amended by adding thereto, at the end thereof, the following words:

Such reports shall also contain such other statistics of the road and of its transportation business for the year ending upon the 30th day of June of each year as the commissioners shall require, and all such reports shall be made to said board of railroad commissioners, on or before the 15th day of September of each year.

The board of railroad commissioners is also hereby authorized to require of any and all common carriers, subject to the provisions of this chapter, such other reports, besides the annual reports hereby required, as in the judgment of such board of commissioners shall be deemed necessary and reasonable. Such reports shall be in such form, and concerning such subjects, and be from such sources as the commissioners shall require, except as otherwise provided herein.

The time when such reports shall be filed shall be fixed by the board of railroad commissioners. Any corporation, company, or individual owning or operating a railway within this state which shall fail, neglect or refuse to make any of the reports provided for herein by the date fixed herein, or that fixed by the board of railroad commissioners, shall be subject to, and pay a penalty in the sum of one hundred dollars for each and every day of delay in making such reports after the date fixed.

Under the authority conferred by the foregoing legislation the Commissioners have attempted to get information which to them seemed absolutely necessary in order to enable them to comply with the law and perform the duties imposed on them by the statutes of the state in relation to fixing a schedule of freight rates for the various railroads doing business therein.

It is still claimed on the part of many of the railroads that the rates heretofore fixed by the Board for local business are not remunerative, but the question comes with special significance, how is this to be determined if the railways persist in a refusal to answer, or, if what amounts to nearly the same thing, they claim that they are unable to answer many material questions bearing upon the question of the reasonableness of such rates.

To give an idea of of some of the embarrassments with which the Commissioners are surrounded, some of the questions submitted by them, and the replies thereto on the part of some of the roads, which latter probably state quite fully the positions of those that are largely interested in their lines and character are here given. Some have answered the questions, but always with the saving clause that this is "proportioned to distance," or "estimated."

Some of the replies are in answer to repeated requests for more full and specific answers than those furnished in the first report submitted to the Board.

Page 3, Question 11.—Amount of stock representing the road in Iowa.

Capital stock from its very nature is like a man's word, which when given binds him as a whole and holds every part of his body alike. It cannot be said one part of the man's word binds his head, another part his hand. Thus the capital stock of a railroad covers all the property and cannot be apportioned to different parts thereof or to different states. For this reason it seems to us to be impossible to devise an answer to your question No. 11 on page 3.

Page 7, Question 8.—Amount of debt representing the road in Iowa.

Some bonds cover specific pieces of road. Of these we can easily state how many are secured on the road in Iowa. The amount on June 30, 1893, was \$14,960,550. There are other bonds which cannot be apportioned to any particular part of the property. It is as impracticable as in the case of capital stock.

Page 7, Question 11.—Amount of interest paid representing the road in Iowa.

The conditions which prevent ascertaining the "amount of debt representing the road in Iowa", (question 8 supra) prevent us answering this question in full. The interest paid on the class of bonds specifically covering the road in Iowa is \$755,629.75. (See letter.)

As we have already advised you it is impossible to apportion to the road in Iowa any part of the entire capital stock of the company, because it is impossible to ascertain a correct basis for the apportionment. If a division of the stock must be made it must be an arbitrary one and there can be no assurance that the figures approximate the actual amount of stock "representing the road in Iowa". Your Commission has not furnished a basis for apportionment nor does the law intimate how the apportionment will be made. The Interstate Commerce Commission has adopted an arbitrary rule for apportioning and without asking the roads to follow this does itself make the apportionment for territorial statistics on the basis of mileage. This is misleading and the results arrived at are startling. If, however, the interstate rule be applied in answering your questions, number 11 on page 3, and number 8 on page 7, the answer to the former will be \$10,401,403.83 and to the latter \$17,149,278.98.

DEAR SIR:—Yours of 10th inst requesting additional information is received.

Regarding amount or stock, amount of debt, interest on debt, cost of road and equipment and present cash value of road and other property representing road in Iowa.

For some years past these questions have been discussed with your Honorable Board and an attempt made on the part of this company to show the unreliability of any estimate which might be given. I know of no change in conditions which would enable me at this time to give the desired information.

Page 7, Questions 8 and 11.

We replied to question 8, that we knew of no basis of division between Iowa and Missouri which appeared equitable, for the reason that our bonds were a blanket issue to take up bonds and notes of consolidated companies. I do not see how we can change this answer. Bonds of the * * * *
* * * are secured by blanket mortgage covering all the property of the road. We have no basis for determining what proportion of the bonds cover the road in Iowa, and any division of the bonds as between the property in Iowa and the property in Missouri would be purely arbitrary. We have no class of bonds which represent nothing but the road in Iowa. The same thing is true of the floating debt, which represents the current operations of the railroad as a whole, and could only be arbitrarily divided between the property in the two states. We do not see how we can make any different answer to question 11. If the debt cannot be divided between the road in Iowa and the road in Missouri, certainly the interest paid upon the debt cannot be divided.

Page 11, Questions 5 and 6.

The actual present cash value of road and equipment, including permanent way, buildings and rolling stock, all real estate used exclusively in operating the road and all fixtures and conveniences for transacting business.

Actual cash value of all property owned.

We are at loss how to answer these questions.

If the intrinsic value is wanted, i. e. a measure of the adaptability of the property to satisfy the wants of man, we must at once conclude that the sum is fabulous. Running, as the road does, through one of the fairest portions of the state; cities and towns have been built relying upon the road for accommodation; farms have been developed relying upon the road to transport the crops to market; live stock has been improved—the owners relying upon the road to carry the products, milk, butter and cheese to the market centers. If then your Commission wishes us to state the intrinsic value of the property to the owners of these farms and to the dwellers in these cities, we must write the word fabulous.

If it is the exchangeable value that is wanted, we know that the greatest figure that the property will bring is the one measured by its earning capacity. It is impossible to compute this on the road in Iowa alone; taken as a whole we find that for the year ending June 30, 1893, the road earned five and one-half per cent on its cost. As this per cent is below the rate required by investors in railroad stock, it is proper to conclude that the cost of the road more than represents the exchangeable value today and that the excess has gone to the benefit of the citizen and the farmer whose property has been enhanced in value by the building of the road.

If an attempt is made to apply the exchangeable value item by item we will find that such value can be put upon cars and engines, and even upon stations and rails, but the ballasted roadbed (for example) which it has cost millions to bring to its present excellent condition, will have to be thrown in as of no value.

You ask for present cash value on page 11; we stated in our report very fully why it was impossible to give an answer to this question. You insist upon one. Supposing the net earnings of the company to be five per cent of the value of the property, and using a mileage basis for apportioning the value of the company's property, we arrive at the following figure as the value for Iowa—\$30,446,763.43.

Pages 28 and 29.—Surplus.

We have given a great deal of thought to the question. How can we give a detailed statement of our surplus? For our own information we would like to be able to answer it. There is hardly a part of the road which does not contain some of it.

Some forms of business are so simple that it is easy to point out just what constitutes the surplus. The store-keeper invests \$1,000 in his stock and at the end of the year finds that after replenishing his stock and paying his current expenses he has \$500 left; he buys a city lot with the money. Some one asks him what he has to show as surplus from his business. He points to the lot.

With a large industry, as a manufactory or a railroad, a surplus is not so readily shown. The undivided profits of one period are put with cash raised by sale of stock or bonds and the whole is used to build extensions, new shops, to buy new tools, to ballast road-bed, etc. The payment for these improvements comes out of the lump sum of cash. Perhaps a shop so built burns down. More bonds are sold, the insurance collected, and the cash all goes into one lump sum for the erection of shops more extensive than the old ones. So we see that the surplus flows as a stream of water, mingling with cash flowing in from all other sources, and loses its identity so completely that it is impossible to say that so much of the surplus is in this building, so much in that tool, so much in that piece of track, etc. The surplus is the balance between the two sides of the account. (See letter.)

You ask us to give the surplus asked for on page 28. It was an unintentional omission not to do so. The answer to question one (1), surplus at the commencement of the year, is \$22,542,038.28. The answer to question 2, surplus at the close of the year, is \$25,303,582.31.

Page 42, Question 11—Cost of carrying each passenger one mile.

Page 43, Question 11—Average cost per ton per mile for hauling freight.

The cost per passenger and per ton-mile can only be determined by assigning all operating expenses to either freight or passenger traffic. The impossibility of properly doing this is we believe, thoroughly appreciated by your Commission.

The Commissioners have always considered it quite important to obtain reliable statistics as to the freight traffic movement in the state of the different commodities that compose the principal part of that traffic, such as grain, flour and other mill products, live stock, dressed meat and other packing house products, coal, lumber, salt, stone and other like articles, butter, eggs, cheese, manufactures of various kinds, and merchandise generally. Also, as to the quantity and character of the freight originating on each particular road and that received from connecting roads and other carriers. For some years after this Board was organized information so called for was quite freely furnished but owing, as it is claimed, to necessary retrenchment as to expenses in the last few years, or other causes, the same has been withheld by some of the roads, or it has been impracticable for some of the roads to furnish the same, as shown by the following questions calling for the same and answers thereto.

COMMODITY STATISTICS.

Pages 44 and 45.

The great expense of keeping the commodity statistics compelled us to give them up some years ago and therefore we cannot give the figures called for on these pages. To do so would require the handling of and drawing figures from nearly three million way-bills each year. This will at once show that we would have to go to large expense to complete these commodity statements.

Pages 44 and 45.

We regret that it is impossible for us to fill in these pages, but our records are not kept in such shape as to enable us to determine the amount of different classes of freight moved, or whether originating on this road or received from connecting roads.

Some questions and answers relating to some other subjects are as follows:

Page 9, question 15.

We replied to this question that our records do not enable us to give the information requested. We shall have to still make this reply. In recent years our books have been kept so that the construction account can be divided between Iowa and Missouri. Previous to that time we are unable to determine how much was expended for construction of the road in Iowa and how much for the construction of the road in Missouri.

Page 10, question 9.

To this question we replied that we had never allotted any equipment especially to the state of Iowa, and consequently could not give an answer in figures. We must still repeat this reply. Our

equipment run interchangeably over the whole road, and no proportion of it is definitely and specifically set aside for use in the state of Iowa; consequently we know of no equitable basis upon which to divide the cost of equipment between the two states.

Page 42, questions 6 and 7.

Under "cars and weight of trains"—we are unable to give any figures in answer to these questions, for the reason that we do not keep any statistics from which we could obtain them.

Page 43, questions 1, 2, 3 and 4.

Under "car mileage"—we are unable to subdivide our answers to these questions to show the number of miles run north and the number of miles run south, for the reason that we keep no statistics from which we can obtain such figures. "Mileage of loaded freight cars," for instance, is kept on our books as a single item and not divided into that made northbound and that made southbound."

Page 46.

We were under the necessity of making statement on this page cover the whole road or leave the page blank. We keep no separate record of consumption of fuel by locomotives in Iowa and in Missouri, nor are our records in such shape that a division between the two states can readily be made.

We regret exceedingly that we are unable to more fully answer the questions in this report, but have given the matter very careful attention, and have made our answers as full and complete as our records will permit.

The principal reason why many of these questions are unanswered definitely, is that owing to adverse legislation in many of the states, depressed business conditions, and generally unremunerative and unsatisfactory business, we have been obliged to cut off every avenue of expense where it could be done without actual damage to the property. As a result of this enforced economy we have cut our statistical work to the actual needs of the corporation showing briefly the results of operation.

The Interstate Commerce Commission deals with the railway systems of the entire country; the Iowa Commission was directed by law to report on the working of the system of railroad transportation in the state and its relation to the general business and prosperity of the citizens of the state. To do this with any degree of certainty a report of a whole railway system has little in it that is of special value. There is scarcely anything in the condition or the expenses and management of a road in Wyoming and Colorado or Oklahoma and Indian Territory that bears upon the operation of roads in Iowa. In the former an average rate of five cents per ton per mile on all freight hauled might not be a burden upon the traffic or even full compensation for the service, while at the same time a cent per ton per mile might be more than the traffic could bear or more than the shipper could pay in Illinois or Iowa, and yet the statistical reports from which information is to be obtained that will furnish the means of reaching an intelligent conclusion as to the value of services rendered as made to the Board includes the operation of these states and territories, the railway companies having large mileage in them which they report with other states, and are inclined to insist upon as about all that is necessary.

It will readily be understood from what has been above set forth, that the information necessary for the Commissioners to make the reports called for by law, is still not easily obtainable. As to some portion of the same it is no doubt now absolutely impracticable for the railroad companies to furnish. As to other portions, it is simply a question as to the expediency of requiring the companies to be at the necessary expense to keep their books and accounts in such a way as to be able to furnish the same so far as relates to matters strictly within the lines of the state. It is not the wish of the Board to embarrass the companies or add unnecessarily to their expenses, but it is clear that either the law should be amended, and the Commissioners relieved of this special duty, or the company be, by law, required to keep their books and accounts in such manner that the information required may be furnished or obtained.

CASES PENDING IN STATE COURTS.

STATE OF IOWA,
OFFICE OF ATTORNEY GENERAL,
DES MOINES, December 5th, 1893. }

MR. W. W. AINSWORTH,
*Secretary Board of Railroad Commissioners,
Des Moines, Iowa.*

SIR:—I have the honor herewith to present a report upon the cases in which suit has been begun to enforce the orders of the Commission under instructions from the Board to do so, and which are still pending. My last report on this subject was made on November 30, 1892. No new suits have been brought since then.

1. *State vs. C. & N. W. and Cherokee & Dakota Railways.* The Sutherland "Y" case. This case involved substantially the same facts and questions of law as the Algona "Y" case, and the decision of the Supreme Court in that case having been that the Commission has no power under the statutes as they now exist to make such an order, the case has been abandoned.

2. *F. T. Campbell, et al. vs. C., B. & Q. R. R.* The Mt. Ayr case. After the decision of the Supreme Court in the Sunny Hill Alliance cases in which such great exactness of proceeding was required before the Commissioners, it was thought best not to rely upon the order made in this case, and that before proceeding further there should be a new order based upon present conditions. It also appeared to the Board that negotiations were pending between the railroad company and the citizens interested for an adjustment. The Board, therefore, instructed me not to proceed further until further notice.

3. *State vs. C., M. & St. P. Ry.* The Dubuque switching case. The Supreme Court affirmed this case May 23rd, 1893, it being held that the service in controversy was not a switching service, and that the railroad company was entitled to charge local rates therefor. The petition asking for the enforcement of the order of the Commissioners was dismissed.

4. *B., C. R. & N. Ry. Co. vs. Peter A. Dey, et al.* The joint rate injunction case. The Supreme Court recently affirmed the decision of the court below upon the authority of its former ruling on the motion to dissolve the temporary injunction. The demurrer to the petition was sustained and the order dismissing it affirmed.

5. *State vs. D. M. & K. C. Ry.* The Leslie station case. In February, 1893, the Supreme Court affirmed the decision of the court below dismissing the petition of the state for the enforcement of the order of the Commissioners. The Supreme Court held that it was not shown that the parties interested were deprived of reasonable facilities for the transaction of their business with the road by the discontinuance of the station which the petition asked to be re-established.

6. *State vs. C., M. & St. P. Ry. Co.* The Bouton depot case. This was an action to require the railway company to furnish a depot and station facilities at Bouton in Dallas county. Since my last report it was decided by the District

Court, Judge H. E. Deemer, presiding, that the order of the Commissioners was a reasonable one and decree entered requiring compliance therewith. The railroad company has since built the depot and furnished the station facilities asked for, and the case is at an end.

7. *State vs. C., M. & St. P. Ry. Co.* The Showman switch case. This was an action to compel the railroad company to replace the switch at Showman, in Keokuk County, which had been taken out. It was tried at the same time as the Bouton case and to the same judge. He decided that the evidence did not show that the switch was necessary or that the order of the Commissioners relative thereto was reasonable, and entered an order dismissing the petition.

8. *State vs. C., M. & St. P. Ry. Co.*

9. *State vs. C., B. & Q. R. R. Co.*

10. *State vs. C., R. I. & P. Ry. Co.*

11. *State vs. C. & N. W. Ry. Co.*

12. *State vs. S. C. & P. Ry. Co.*

13. *State vs. B., C. R. & N. Ry. Co.*

14. *State vs. C., St. P., M. & O. Ry. Co.*

15. *State vs. W. H. Truesdale, Receiver of the M. & St. L. Ry. Co.* The joint rate cases. These are the suits against the trunk lines of Iowa and some of their connections to compel them to put into effect the schedule of joint rates adopted by the Commission by virtue of the joint rate act of the Twenty-third General Assembly. The eight cases against the four trunk lines were removed from the district court of Pottawattamie County to the United States circuit court. A motion to remand was made, which was sustained by Judge Shiras upon the same grounds as given in the Mt. Ayr case mentioned above. An appeal was taken from this ruling to the Supreme Court of the United States, which has been dismissed. Demurrers were filed by the company attacking the constitutionality of the law, the regularity of the proceedings had by the Commission and the power of a court of equity to enforce such an order. At the time of my last report these demurrers were under advisement by Judge Deemer. He has since sustained them upon the grounds that orders affecting rates, such as these are, are not enforceable by a decree of a court of equity. After consultation with the Board it was decided to stand upon these demurrers and obtain a decision of the Supreme Court upon the important and fundamental questions raised by them, and in July an entry was made and the appeal taken. At the October term of the Supreme Court, the state filed a motion to advance these cases upon the docket and to take them up in the January term on account of their importance to the public and because they involve the constitutionality of a statute, which was sustained. I hope to have them at that time submitted.

Respectfully submitted,

JOHN Y. STONE,
Attorney-General.

All of which is respectfully submitted,

JOHN W. LUKE,
PETER A. DEX,
GEO. W. PERKINS, } *Commissioners.*

Attest: W. W. AINSWORTH,
Secretary.

NATIONAL CONVENTION OF RAILROAD COMMISSIONERS.

At the National Convention of Railroad Commissioners, held at Washington, D. C., April 19 and 20, 1893, the following report of the Committee on Reasonable Rates was prepared and read by Peter A. Dey, of the Iowa Commission:

REPORT OF COMMITTEE ON REASONABLE RATES.

The committees on reasonable rates appointed by this convention made in the years 1891 and 1892 very full, clear and able reports. They discussed, after the fullest research and examination of authorities and decisions upon the subject, the power of the legislature to fix a standard of reasonable rates, and the right to delegate that authority to commissioners. They proved that fixing the standard of rates is an administrative, not a judicial act. They admit, however, that in the exercise of this legislative control there is a limit that may not be passed, "the power to regulate must not be exercised to confiscate the property." Railway companies may not be prevented from earning enough money to pay operating expenses, maintenance of the property and equipment, and sufficient to meet their liabilities as common carriers. The reports seem to make no distinction between the rights of the bondholder and the stockholder, and assume that their claims for consideration are upon the same basis. They criticize the rule laid down by Judge Brewer, "that compensation or reward implies three things: First, payment of cost of service. Second, interest on bonded indebtedness. Third, some dividend to the stockholder." They state that the mileage rule for rates has been tried, but evidently conclude that it would be impracticable in this country of long-distance hauls. Having demonstrated who is empowered to determine the reasonableness of rates, the next question arises, what elements should be considered? The answer is "that this problem remains to be worked out on lines fair alike to private capital and the public welfare." Practically the answer is blank, and the reasonable rate which everybody concedes to be the proper standard, each interest seeks to determine from its own standpoint.

The reports hold that regulation is not only a right, but a public duty. The local shipper should be protected from contributing to pay losses on competitive business; his claims are the stronger because he is not in position to make rates for himself. He must deal with the railroad, and must pay the rates on the tariff sheets. He can deal with no one else. Our sense of justice is shocked with the idea that one party to a contract shall fix everything, and the other must submit without the possibility of appeal. The great evil of railroad rates is discrimination. Stop this, and you have accomplished more than has ever yet been done. Special rates to individuals, localities, and lines of business, have built up and destroyed industries, enriched or bankrupted individuals, firms and corporations. This should be prevented and the power lodged somewhere to fully bring to light all transactions and prescribe the remedy for all discriminations. We agree with the reports that commissions are probably the most accessible means for accomplishing this, with such powers added as may enable them to detect and prevent unjust discrimination. It is not here claimed that the railway companies voluntarily make these preferences with the intent to subvert one interest or build up another; they are frequently the party yielding to an almost irresistible pressure.

An illustration of what may, and often does happen, will make the situation clearer. At a time when there is no special demand for cars, and business generally is light, a commission firm in Chicago, Toledo or New York may have in transit to, or in store at, Kansas City, a large amount of grain. They go to the six or seven railways centering there and offer for shipment, within a limited time, five hundred or perhaps one thousand cars. They demand a concession of rates, and usually get it from one of the seven. As a business proposition, the railway company that takes the grain at reduced rates under the conditions of this large additional volume of freight, has made more money by this transaction than the other six

that refuse it. This firm reaps the profit of the concession to the injury of its competitors that pay full rates. They remain large shippers, and the others are driven out of business. As the shipper is primarily the criminal in the transaction, and the railway company accessory, both seem to be protected from giving testimony when the case is sought to be investigated.

Mr. Nimmo, in his argument in favor of "agreements as to the apportionment of competitive traffic," says: "The orderly and just administration of the railroad transportation interests of the country ought to be protected against the efforts of large shippers and vicious commercial trusts and other combinations to induce unjustly discriminating rates in their own favor." "Rates reasonably remunerative to the carriers, common to all shippers, and steadily maintained, are found to be infinitely better for the general good of the country, than much lower rates unjustly discriminating and widely fluctuating, which inevitably run to disorder." He further states that he is a firm believer in "the doctrine which discards the idea of directing men how to go aright in the management of commercial and industrial affairs and claims that the exercise of governmental powers in such matters shall be confined as closely as possible to the prevention and punishment of wrongs."

It cannot be too strongly impressed upon the minds of those considering the subject of reasonable rates, that unjust discrimination does the public infinitely greater harm than too high rates where all shippers are treated alike, and that this is the evil of all others to be guarded against.

Poor's Manual is quoted on the over-capitalization of railways and the report of Mr. Wood Davis, who has estimated the value of the railways in the United States at \$30,000 per mile (the inference is that they could be duplicated for that amount) and that between the years 1874 and 1888 that 80,572 miles of railway have been built from fictitious capital, and the earnings from this 80,572 miles have been \$2,422,538,455. These statements are somewhat startling, and without fuller knowledge of the means by which the values of the railways are arrived at we are at liberty to receive them with some hesitation.

It is said that the general government can borrow money at three per cent; and, if so, the investors in railroad stocks and securities should be satisfied with an earning of from three to five per cent on the money actually invested. Had the general government or the states in the incipency of these highways guaranteed five per cent, or even four per cent, on the cost there would have been justice and propriety in limiting earnings to a low rate of interest on the cost. Instead of this the field was thrown open to competition, and without restrictions of any kind all were invited to enter. The capitalist who invested his money, if he succeeded in building his road, increased by his investment the value of property in the country, the cities, and towns through which it passed, and those benefited by the road received an increased income from their property long before he received any return from his investment. If the venture was a failure, which was not uncommon, he lost his capital and interest together. Why, then, should he be confined to a low rate of interest on actual capital? Why should he alone be debarred from the increase of values made by his enterprise? The rules of equity applied would seem to entitle him to some reward. In considering their earning capacity, he roads should have the advantage of the rise in value of their properties if this is or should be an element in fixing reasonable rates.

Take as an illustration certain leading roads running west from Chicago, their terminals in Chicago, Milwaukee, St. Paul, Minneapolis, Omaha and Kansas City could not be duplicated at any price. As compared with other and adjoining property they are probably worth not less than one hundred millions; they may not have originally cost more than one million. While others are receiving an income on the enhanced values of their properties should the owners of railway property alone be confined to a low rate of interest on actual cost?

The New York Central and its connections, the Michigan Central and Lake Shore roads, form a line from Chicago to the seaboard with very light grades. It is possible that, owing to the grades and light curvature, this line could carry freight this distance cheaper than its competitors, which cross high mountain ranges and encounter heavy grades and curvature. Should not these properties be entitled to the benefits of their natural advantages? Again, the Pennsylvania and Baltimore & Ohio reach tide water by a much shorter distance than the New York Central; they run through a region where the coal supply is abundant and much cheaper. It may be that these circumstances more than compensate for the difference in gradients. If this be true, should not these roads, irrespective of cost of construction, have the advantage of these conditions?

No one at this day questions the right of the legislature, state or national, to fix a standard for reasonable rates, and require that rates shall not exceed this. Whoever is called upon to perform this duty, and it is one that demands the gravest and most serious consideration and the most thorough independence, is confronted with a popular sentiment that the

railways represent no great value; that their stocks are watered; that these great properties in their development, the public knows not how, have robbed the communities that support them. They forget that these same railways will carry a barrel of flour from Chicago to New York (a thousand miles) for a less sum than a drayman will haul this same barrel of flour from the warehouse to the consumer.

It is claimed, and is probably true, that immense fortunes have been accumulated in the development of the railway systems; the Vanderbilts and Jay Gould are constantly harped upon. Cornelius Vanderbilt had accumulated a fortune of more than twenty millions before he ever bought a share of railway stock. His accumulations after that time were moderate as compared with this. His son and his grandsons in the thirty years that have followed have brought every railway properly they have owned to the highest state of efficiency, and reduced the haulage of the same standard of goods to as low a rate as on any railway in the world. Mr. Gould's fortune was the result of speculation, and his accumulations were in the main the losses of less sagacious operators. Had he speculated in grain and produce his profits with the same sagacity would have been less only because the field was narrower.

It has been repeated time and again that the cost of the property, the stock or bonds upon a road, the value, or the amount that it would cost to reproduce the property, its grades and its curvature, its terminals and their cost, have no place and never had any consideration in making rates. The poorest road in the country which perchance has been allowed by the rate-making power a higher rate on its traffic than its more fortunate competitors, is not asking better rates for itself, but for the higher class road. Competition is such that the better facilities of the better roads will naturally draw business from the poorer ones.

The freight agent, when he sits down to figure a rate sheet, asks himself what rate will, with all the surroundings, insure his road occupation, as near as possible, to its full capacity with a margin of profit; he knows if too high, the traffic will not move or will go by other routes; if too low, the more he moves the worse he is off. He begins by comparison with what has been charged under like conditions and circumstances and ends by comparison. The State official to whom this delicate duty has been confided begins by comparison with what other localities are charged and other lines than those he deals with charge for similar service and usually settles down to practically something that has been done somewhere else under similar circumstances. His rates are generally the result of comparison. That the subject of rate-making has ever been mastered is not true; the best results have been reached by competition regulated by conditions like the long and short haul in the interstate commerce law. Our complex system of government gives the fixing of a standard of reasonable rates an involved condition.

A railroad may run through a dozen different States, and each of those States may have commissioners authorized to fix rates on any basis they may consider reasonable, the Interstate Commerce Commission might be authorized to fix rates on a basis of its own, and while perhaps neither is intended to be or is in itself oppressive, so many independent methods of reaching a reasonable rate might seriously affect the earning capacity of the roads. The commissioners of one State might reduce local rates to a mere pittance, and if in the other eleven States no change was made, might justify their action by the assertion that the road, notwithstanding, had paid its interest and some returns on its stock. Localities should be strictly guarded from discrimination and some method devised by which the railroad company that yields and the shipper that forces reduced rates be severely punished. Scheduling with false weights and under-billing should be treated as other crimes are. The scalper should be held to the strictest accountability and the railway company furnishing him tickets lower than sold to any individual, whether a single ticket or a thousand, should be punished by fine, and the agent selling by imprisonment.

It is said that in the eleven farming States railway earnings have increased in eighteen years 175 per cent, while the value of the wheat and corn crops of these States have only increased 57 per cent, indicating that the railways are taking in the way of freights a constantly increasing proportion of the proceeds arising from the sale of farm products. Attention is also called to the fact that in these States railway revenue in 1870, when times were prosperous with farmers, was \$12 for each unit of population, as against \$18 in 1888, an increase of fully 50 per cent in the per capita tax. It might be inferred from the above that in the eleven farming States the cost of transportation of agricultural products had, between the years 1870 and 1888, increased 50 per cent; instead of this, these charges have diminished in a remarkable degree during these years.

There is a limit to the number of bushels of grain that can be produced from an acre of ground, and if the railways in 1888 were confined to the carriage of the produce of only the acres cultivated in 1870 the statement would have great force. That this is not the case and gives an exceedingly incorrect idea, we insert statistical tables of five railways running west

REPORT OF RAILROAD COMMISSIONERS.

from Chicago, giving the gross earnings of freight, the number of tons carried, the number of tons carried one mile and the rate per ton per mile for the years 1870 to 1887 inclusive. These roads were selected as the committee had in their possession statistics sworn to by the officers of the road and reliable.

GROSS EARNINGS FROM FREIGHT.

YEARS.	Chicago, Burlington & Quincy.	Chicago, Milwaukee & St. Paul.	Chicago & North- western.	Chicago, Rock Island & Pacific.	Illinois Central.	Aggregate of all.
1870.....	\$ 4,514,029	\$ 5,116,141	\$ 8,187,597	\$ 3,587,002	\$ 5,142,526	\$ 26,547,890
1871.....	4,949,648	4,444,568	7,700,809	4,025,277	6,086,713	27,207,051
1872.....	5,299,874	4,566,991	7,521,275	4,213,372	5,865,614	27,467,126
1873.....	8,035,349	6,421,369	8,614,260	4,597,982	6,063,364	33,732,324
1874.....	8,415,909	5,137,152	10,270,519	5,003,001	7,700,573	36,557,154
1875.....	8,502,617	5,690,568	9,549,430	5,292,412	5,490,995	34,526,022
1876.....	8,821,225	5,384,230	9,832,972	5,121,577	4,748,355	33,898,359
1877.....	9,834,544	5,627,906	9,005,279	4,708,146	4,555,406	33,731,281
1878.....	11,152,179	5,750,497	10,754,168	5,575,733	5,024,070	38,256,647
1879.....	11,650,622	5,850,755	10,637,367	6,929,926	5,099,156	40,167,826
1880.....	10,054,209	8,884,226	12,897,777	8,035,165	5,871,832	51,743,209
1881.....	16,595,819	11,884,736	14,414,151	8,690,480	5,875,649	57,460,893
1882.....	15,711,509	14,002,335	17,525,134	9,687,067	5,918,152	62,844,227
1883.....	19,514,161	16,365,354	16,894,352	7,928,237	8,664,959	69,267,063
1884.....	18,514,432	16,128,904	17,677,866	8,056,316	7,902,043	68,279,621
1885.....	19,565,853	17,101,742	16,917,393	7,713,659	8,145,920	69,444,567
1886.....	19,367,935	17,503,244	17,503,244	8,037,452	8,332,151	70,599,076
1887.....	18,675,655	17,199,718	19,208,436	8,795,020	9,034,863	72,913,692

TONS OF FREIGHT CARRIED.

YEARS.	Chicago, Burlington & Quincy.	Chicago, Milwaukee & St. Paul.	Chicago & North- western.	Chicago, Rock Island & Pacific.	Illinois Central.	Aggregate of all.
1870.....	1,052,754	1,522,753	2,222,978	856,668	1,623,994	7,279,147
1871.....	1,382,575	1,463,155	2,298,170	914,345	1,831,944	7,890,189
1872.....	1,689,104	1,697,826	2,510,016	1,014,348	2,039,321	8,950,615
1873.....	2,221,744	1,791,564	2,958,390	1,286,966	2,057,360	10,316,024
1874.....	2,420,628	1,735,535	3,591,090	1,399,383	2,069,935	11,216,571
1875.....	2,396,933	1,832,527	3,153,315	1,717,727	2,016,424	11,116,926
1876.....	2,892,614	1,765,801	3,471,927	1,640,000	1,899,627	11,669,969
1877.....	3,249,625	1,687,057	3,413,398	1,651,409	1,804,044	11,804,536
1878.....	3,975,010	1,955,699	3,971,261	1,768,118	2,067,832	13,737,920
1879.....	4,686,353	2,559,734	4,265,937	2,336,270	2,324,485	16,172,779
1880.....	6,639,186	3,260,363	5,574,635	2,966,763	2,702,582	21,143,519
1881.....	7,710,750	4,276,088	6,662,112	3,276,260	2,875,833	24,801,043
1882.....	6,346,259	5,127,707	8,190,893	3,754,531	2,909,578	26,329,018
1883.....	7,645,701	5,661,667	7,874,660	3,454,888	3,563,562	28,175,483
1884.....	7,525,997	6,023,016	8,453,994	3,618,142	3,354,085	28,975,234
1885.....	8,431,808	6,482,869	8,235,127	3,873,605	3,587,270	30,615,679
1886.....	8,534,708	7,085,072	8,494,239	4,180,109	4,051,823	32,345,961
1887.....	9,752,325	7,573,795	9,737,312	4,381,257	4,910,248	36,354,932

NATIONAL CONVENTION OF RAILROAD COMMISSIONERS. 40e

NUMBER OF TONS CARRIED ONE MILE.

YEARS.	Chicago, Burlington & Quincy.	Chicago, Milwaukee & St. Paul.	Chicago & North-western.	Chicago, Rock Island & Pacific.	Illinois Central.	Aggregate of all.	Rate per ton per mile.
1870.....	147,409,207	181,428,573	364,747,240	130,683,871	265,409,400	1,069,678,291	2.423
1871.....	206,949,500	173,676,258	268,417,381	151,864,519	262,150,400	1,063,058,058	2.509
1872.....	240,857,000	187,361,638	287,764,006	168,764,519	272,290,900	1,157,038,063	2.582
1873.....	418,385,184	257,638,532	366,475,480	219,394,094	275,303,400	1,537,196,690	2.188
1874.....	445,686,221	259,158,288	461,412,039	249,523,401	273,559,200	1,689,339,148	2.160
1875.....	430,363,161	272,539,502	454,550,357	287,913,578	284,650,900	1,736,013,498	1.979
1876.....	476,822,988	264,808,027	503,132,389	267,511,380	264,602,300	1,776,877,094	1.877
1877.....	655,636,293	271,598,123	485,357,900	337,135,683	249,345,911	1,999,073,910	1.664
1878.....	952,230,000	321,818,902	623,768,593	370,436,382	346,345,691	2,574,599,568	1.476
1879.....	1,138,783,772	401,595,734	681,878,311	510,859,804	335,470,860	3,068,588,481	1.280
1880.....	1,624,461,763	504,876,154	865,909,542	686,458,954	381,288,482	4,062,994,925	1.266
1881.....	1,211,903,074	697,347,607	980,522,774	712,383,129	386,035,424	3,988,192,008	1.420
1882.....	1,222,898,402	945,250,159	1,192,188,039	788,466,874	417,792,652	4,566,506,126	1.364
1883.....	1,552,141,453	1,176,605,032	1,184,829,358	701,595,385	604,632,667	5,218,803,895	1.308
1884.....	1,427,286,632	1,247,737,233	1,350,173,773	734,601,380	577,542,939	5,337,341,957	1.251
1885.....	1,439,241,456	1,337,721,453	1,416,789,205	719,972,565	623,369,124	5,587,094,503	1.241
1886.....	2,150,746,416	1,486,506,718	1,466,892,717	793,824,454	719,928,008	6,616,901,308	1.047
1887.....	2,077,245,925	1,629,384,501	1,754,598,596	930,895,092	830,970,523	7,223,093,937	1.011

The gross earnings for 1870 were..... **\$26,547,890**

The gross earnings for 1887 were..... **72,913,692**

Or an increase of **274.27** per cent.

The number of tons of freight carried in 1870..... **7,729,147**

The number of tons of freight carried in 1887..... **36,354,932**

Or an increase of **471.66** per cent.

The number of tons of freight carried one mile in 1870 was..... **1,099,678,291**

The number of tons of freight carried one mile in 1887 was..... **7,223,093,937**

Or an increase of **662.87** per cent.

The rate per ton per mile in 1870 was **2.423** cents.

The rate per ton per mile in 1887 was **1.011** cents.

Or a decrease in the rate per ton per mile in the aggregate of business of these roads of **58.28** per cent.

It is not claimed that this increase of tonnage and decrease of rates will apply to all the lines of the agricultural States, but it is probably not an unfair statement of the condition of the business of the trunk lines of the country during these years. There is no special merit claimed for the roads in this decrease. It is the result of circumstances over which they can exercise but little control, the rivalry of competing lines, competition by water-ways and the extreme low prices of produce that, if moved at all, must be at very low rates. There are other elements entering into this, not the least of these being during this period the gradual substitution of steel for iron rail, the perfection of tracks the rarity of accidents and the increased tonnage of cars.

In 1870 the limit of load in a freight car was ten tons, and the railway officers attempted and often did collect higher rates in the nature of penalties on the excess. In 1888 a large proportion of the cars used in general traffic carried twenty tons, and many were being built with a capacity of thirty tons. To these improvements forced upon the railway companies by the demand for low rates are due the conditions above stated. It was recognized that if the freight of the country was carried by rail, some means must be provided to afford lower rates than had yet been given. The Erie canal, from 1850 to 1860, earned in tolls from \$3,000,000 to \$5,000,000 annually, subjected to the free competition of the railways after their full development as carriers of freight; it has long since been unable to earn money enough to make its own repairs, and now, instead of being a source of revenue, is made a free highway and supported by the State. This does not indicate that railway rates in the state of New York are specially oppressive.

It has been said that these corporations, "having in their hands the commerce of the country, are at will able to build it up or impoverish, and are a source of danger to the prosperity of the Republic, that the State must control the railways, or the railways will control the State." The experience of the past does not indicate any immediate danger from this source. Our federal, State, county, city

and town authorities are in the habit of asserting themselves; they do not seem to lack power and never hesitate to act when the emergency arises. But recently the corporate authorities of the city of Chicago, by a simple ordinance, required the railroads to expend, in elevating their grades within the limits of the city, an amount estimated at \$200,000,000. This is understood to be the estimate on which those who passed the ordinance based their action. It is possible that a burden of like character may be imposed by the council of any city through which the railways run. It is not the habit of the American people to allow their rights to be infringed, and the larger and more powerful the corporations the more solidly we find them arrayed against their influence. Whenever public opinion is aroused by the thought that the country is being managed by corporations for their own purposes and against public interest, the action is prompt, fearless and decisive, not always just, but asserting itself in no measured tones.

There is a great deal of force in the position that when there are two parties to a contract and one is empowered to make terms, and the other, by reason of his unfortunate situation, is unable to deal with any one else, that strict justice is rarely meted out. It is true that the theory on which the railroads in the United States have been built was that competition would regulate and furnish all reasonable rates. This it has done at competitive points generally, often at the expense of the local shipper. For this situation we see no relief except from legislative action direct or through railroad commissions. The latter in some of the States are authorized to fix a standard above which rates may not be made. While this may be a wise solution of the difficulty, it is a serious question whether the rate-making power should not fix a standard below which rates may not go. This action would tend to preserve uniformity, to protect the weaker lines, keep them from bankruptcy or from being absorbed by the stronger.

The law of the carrier requires him to perform the service for a reasonable rate. The railroad freight agent, the shipper, the granger, the politician and the legislator all agree that rates should be reasonable; this is all they seek and all they ask. When they attempt to arrive at what is reasonable, their views are widely different. Who then shall determine? Usually the party who feels aggrieved calls upon the State that has chartered these corporations to fix a standard. What that standard shall be, or how to prescribe some rule, some law or some formula by which rates may be measured has been a problem that has puzzled the wisest and most thoughtful minds. Our belief is that this invariable standard cannot be found, and that the nearest approach to it is in some body or commission selected in the States on the model of the Interstate Commerce Commission, whose term of office shall run a number of years, the terms of office alternating so that those of no two members expire at the same time. The long term would have the effect to relieve the incumbent from popular pressure and the temptations to yield that necessarily surround an elective board.

The alternating periods when these terms expire would always insure a majority of the Commission familiar with the subject and with a full knowledge of the difficulties in the way of the right adjustment of rates, allow these bodies to patiently take up and adjust each individual case after an impartial hearing in the light of surrounding circumstances and conditions. With regard to interstate commerce it is hardly possible that the present Commission could reach or investigate the cases that would arise over the entire country; while determining general principles it would evidently be impracticable to apply them to all the individual cases that might arise. It has suggested itself that an inferior or subordinate commission might be formed in each group of States to take up matters where State commissions have no power to act and where the present Interstate Commission by the immense extent of the field would be unable to investigate and determine what was or what was not reasonable.

SERVICE OF A BUREAU OF RAILWAY STATISTICS AND ACCOUNTS IN THE SOLUTION OF THE RAILWAY QUESTION.

Prof. Henry C. Adams, Statistician of the Interstate Commerce Commission, read the following paper:

A rapid survey of the history of internal communication in the United States shows that four distinct views have been held respecting the relation of public highways to government. Previous to 1830, it was commonly accepted as the proper function of the Federal Government to supply the public with turnpikes and canals, the only important public work undertaken by a State prior to this time being the Erie canal. With 1830, however, the sentiment of the country entirely changed. The constitutional right of Congress to build and manage public highways within the boundaries of the sovereign States was questioned. The veto by President Jackson of the Maysville road bill transferred the center of activity from the Federal Government to the several States, and from 1830 to 1850 the question of internal improvements brought the State governments prominently into view. I need not speak of the financial disasters which resulted from this endeavor on the part of the States to build railways and canals. Suffice it to say that by 1850 public sentiment experienced another radical change, and the people of the States adopted numerous amendments to their constitutions which forbade the use of public credit for commercial purposes. At present there are a large number of provisions of this sort in the State constitutions.

The third phase of public opinion, which may be said to have been entered upon by 1850, regarded private corporations as the proper organizations for building and controlling railways. It will be remembered that at this time the extreme ideas of English political economy respecting the narrow functions of government were quite prevalent, and it is no occasion for surprise to notice that when ownership and control of railways was handed over to private corporations, the governments of the several States did not consider it necessary to retain any voice in their management. It was believed that competition would work with regard to this industry in a normal and satisfactory manner, and that consequently there was no necessity for government to provide for the exercise of any control or supervision.

This sentiment prevailed until about 1870, when it was found, especially in certain of the Western States, that an irresponsible administration of the transportation industry had led to many evils of which the public might justly make complaint. Finding no redress at the hands of railway managers, appeal was made to the sovereign power of the States, resulting in the passage of those laws known as the "Granger Laws," which asserted the right of public control over internal commerce. This brings us to the fourth phase of public sentiment referred to. I do not, of course, mean to say that no laws attempting to regulate railway business existed previous to 1870; but rather that the sentiment favoring regulation was not, prior to this time, sufficiently strong to be regarded as the prevailing sentiment of the country.

The necessity of regulation being established, the question respecting the proper method of regulation came to be one of importance. Without rehearsing the various opinions upon this point, it may be said that the country at the present time seems to have accepted the idea that the railway problem is to be solved through the medium of railway commissions.

I have called your attention to these changes in public sentiment for the purpose of impressing the fact that the control of railways through commissions is an experiment rather than an established policy. As sentiment has changed in the past, so it may change in the future. The people of this country do not grant their support for any considerable length of time to an idea which fails to justify itself when put on trial, and it may be well for the members of this convention, representing as they do the various railway commissions of the United States, to hold in mind the fact that unless their work is aggressive in character and decidedly beneficial in result the support of public sentiment will sooner or later be withdrawn. It is therefore pertinent to inquire if every means which the law places at the

disposal of railway commissioners is now being used for the solution of the railway problem. It is of the utmost importance that a political experiment when once undertaken should be thoroughly tried, in order that, should it prove unsuccessful, it need not be recurring to again in the future. There is no other guarantee that change will be progress.

Without entering into a general discussion of the efficiency of commissions when compared with the powers bestowed by legislatures, I desire to call attention to one instrument of control which the law has placed in their hands, of which adequate use is not made. I refer to the power bestowed on every railway commission in this country to secure statistical returns from railway corporations over which they have jurisdiction. The control of railway corporations through the medium of a Bureau of Railway Statistics and Accounts may seem at first an idea which none but a pedant would entertain; but I am sure you will grant me your candid attention while presenting a few considerations in its support.

The railway problem is capable of quite a number of definitions, according as it is regarded from a technical or from a general point of view. I shall confine my consideration for the present to the definition of the problem implied in the laws creating the various commissions. It is true that legislative enactments do not contain any formal definition; they do, however, if we consider the acts by which these laws are declared to be illegal clearly indicate the nature of the railway problem as it lay in the minds of those who framed the laws. From this point of view, we may say the railway problem consists in securing to all shippers equality of opportunity in the use of railway facilities at just and reasonable rates. Our question, therefore, resolves itself to this: How can a Bureau of Statistics and Accounts aid the commissions in establishing and maintaining equality of opportunity and just rates in the use of railway facilities? In endeavoring to answer this question, I shall confine myself to three points: First, the enforcement of the law against discrimination; Second, the determination of just rates; and third, the maintenance of stable rates. If I can show that a strict control over railway accounts is necessary in order to do away with discriminations and to provide for just and stable rates, it must certainly be admitted that a Bureau of Railway Statistics and Accounts is an essential part of the machinery by which the commission idea is to be realized.

HOW MAY A BUREAU OF STATISTICS AND ACCOUNTS ASSIST IN THE ENFORCEMENT OF LAWS AGAINST DISCRIMINATION?

Laws which declare certain things illegal are of two sorts—those which rely upon police power to insure compliance with their requirements, and those which are so adjusted to the prejudices and interests of the persons whom they concern that they are self-executory in character. A factory law or a law which provides for safety in mines, is of the first class: a law which provides for the enforcement of commercial contracts by legal procedure, belongs to the second class. The distinction is that in the first class the interests at stake are of a general character, and the persons whom the law directly affects are not immediately interested in its enforcement; whereas in the second class, the guarantee that the law will be enforced is found in the direct and personal interests of the parties concerned. One cannot determine from reading the various acts creating railway commissions to which class of laws these acts belong. Holding in mind the strong commissions, like those of Illinois and Iowa, rather than commissions which are supervisory in character, like those of Michigan and Massachusetts, commissioners may render opinions in cases presented to them, or they may themselves originate cases; they may act as an administrative court, or they may exercise visitatorial powers and assume the functions of a prosecutory agency. The character of the laws in this regard is determined by the policy which commissioners see fit to adopt in their execution.

Now, it is no secret that under present conditions it is exceedingly difficult for the shipper whose rights are invaded by a railway corporation to secure quick and speedy relief; and on that account shippers conceive their interests to depend upon the good will of railway managers rather than upon commissions or courts, and consequently refuse to bring their cases, with all the evidence necessary to secure conviction, to the attention of commissioners. Under such circumstances, a sufficient number of cases do not rise spontaneously to enable commissioners to exercise a controlling influence over the administration of railway affairs, and the result is, they feel themselves obliged to undertake the enforcement of the laws by the exercise of visitatorial functions, or by the direct instigation of cases. It is not necessary to discuss the wisdom of this policy. It is adopted as a temporary expedient, and, I doubt not, with the expectation that the necessity for it will, sooner or later, pass away. The real purpose of commissioners must certainly be to sit as a tribunal (I will not say court), deciding cases which are presented to them, rather than to seek out cases in which the law is disregarded.

The question, then, naturally arises, what can be done to create those legal and commercial conditions under which this end may be attained. How may the railway laws of the United States be made self-executory in character? Under what conditions will shippers appeal to the commissions, bringing their evidence with them rather than suppressing evidence, use it as a lever to force special favors from railway managers? The establishment of such conditions is essential, in my opinion, to the solution of the railway problem by commissions, for it goes without saying, that a law against discrimination by common carriers cannot be enforced so long as both carriers and shippers are interested in the law's defeat.

I do not, of course, undertake to state all the conditions necessary for the self-enforcement of our railway laws, but I may call your attention to one step which must be taken for the realization of this end. In order that the law against discrimination in rates may be self-enforced there must be a uniformly organized and uniformly administered railway system. Managers cannot be allowed the liberty of adopting unusual methods of business, nor attorneys the right of urging before the commission peculiar policies of management, as defense for unusual methods. All orders pertaining to transportation must be clear, simple and easily understood. Under these conditions shippers would come to know their rights, and in case their rights were disregarded by carriers, they would undertake to secure redress or to prove their claim for damages. Now the easiest way, indeed the only way, or at least the first step toward the way, by which uniformity of management may be secured, is to establish uniformity in accounts and to take from railway officials the right of adjusting their accounts in an arbitrary manner. Accounts, if they be honest, are true records of administration, and he who controls accounts can, in a large measure, control the policy of management. Should the form of bookkeeping be determined by commissions, and all railways be obliged to adjust their accounts to uniform rules, the commissioners would be in a position to impose their ideas, in a very large measure, upon the management of the roads. And what is more important, they would be in a position to secure evidence against a carrier guilty of discrimination more easily than at the present time. And more than this, uniformity in accounts and strict supervision over them provides a new way of testing the compliance of the carriers with the rules of the commissioners. Statistics properly used and adequately guided are the surest means of detecting any general departure from established rules of management, and, if commissions must continue visitorial functions, will indicate where it is worth while to undertake special investigation.

It is unnecessary to develop this thought further, for by these suggestions you will at once see how far it goes. The railway laws in this country are not, at present, self-executory in character, because of the difficulty of securing evidence against discrimination. And this, in large measure, is due to the numberless and complex methods by which railways do their business. My claim is that, in order to enforce a law which makes discrimination illegal, it will be necessary to crystallize the railways of the country into a common system so far as principles of control are concerned, and to oblige them to follow uniform rules in business management. This, it is believed, can be the most easily accomplished through the agency of a well equipped and well directed statistical bureau, which shall impose upon the railways a uniform system of accounts. In many of our states it is not necessary that additional power shall be asked from the legislators, for the Interstate Commerce Commission, as also eleven State commissions already have the right to determine the form in which railway accounts shall be kept. The propriety of enforcing these provisions is a question properly debatable by this convention.

HOW MAY JUST RATES BE DETERMINED?

It is too much to say that the kernel of the railway problem lies in the establishment of a policy for determining rates that shall be generally accepted as based on justice and reason. This is implied in the laws so far as they touch the question. To this end the Interstate Commerce Commission and seventeen State commissions are clothed with the power of adjusting rates. If the commission idea finally breaks down, it will be because commissions are unable to deal with this vexed question.

At present they are not in a position to deal with the question, for there is no generally accepted theory respecting the basis of railway rates and, consequently, there can be no uniformity in their decisions. It is doubtless the consciousness of this fact which makes commissioners so reluctant to exercise the power of adjusting rates in those cases where the law grants them that power, and which makes the legislators, in those states where the rate-making power is not granted to Commissioners, hesitate in conferring the grant. Commissioners are in no position at present to judge clearly with regard to the respective claims of shippers, stockholders and the public, for they have no facts to work upon at all adequate to

the magnitude of the problem. If there be any generally accepted theory it is that rates should bear some relation to cost of service. But commissioners are in possession of no information respecting the cost of service that is of the slightest assistance in the application of this theory. It is, however, absurd to speak of determining a just price with regard to any commodity whatever without having first determined the conditions of production. For the purpose of avoiding an extended discussion of the theory of rate-making rather than because I conceive my views to be of especial importance, I may perhaps be permitted to suggest what, in my opinion, is a practicable policy for the adjustment of railway charges.

The rule that specific railway rates should be determined by specific cost of service, appears to me to be wholly untenable, and the practice of charging "what the traffic will bear," as applied by railway managers, to be incapable of defense. Provided, however, it be applied in such a manner as to assign total of cost of carrying traffic to the various classes of freight carried, and not to the determination of a rate which will secure the largest aggregate income, I see no reason why it cannot be accepted as a safe rule for commissions to follow. The process of rate-making, according to this idea, would be as follows: Determine, in the first place, the income which a railway corporation actually needs. Determine, in the second place, the business which rightly belongs to the corporation by virtue of its relation to the source and destination of freight. In the third place, classify all freight according to a uniform classification. The process of rate-making would then be to adjust rates to the various classes of freight in such a manner that the required gross income may be secured to the company and the burden of payment rest as lightly as possible on the customers of the railways. The principles which lie at the basis of just railway schedules arise from a study of the theory of taxation. As in taxation payment for the support of government should be in proportion to the ability of citizens, so the contributions of shippers to the fund necessary to meet the legitimate demands of railways should be made from various classes of goods in proportion to their ability to bear the charges. If this theory of rate-making be accepted, or indeed, any theory which regards the problem from the standpoint of public interest, the determination of rates comes to be a purely statistical problem, or, at least, a problem that calls for decisions that can only be given on the fullest and completest information as to facts. Railway commissioners do not have at their command the range of facts which are the common property of railway managers. How, then, is it possible for commissioners to exercise a controlling voice in railway management, or, indeed, to decide justly and wisely on such questions as are presented to them?

Should this general view of the case be accepted, the next step in the further development of statistical work lies very clearly before us. It consists in perfecting a uniform classification of freight throughout the country and in securing from railways a statement of the amount of freight carried in each class and of the amount of revenue which each class of freight yields. Such an investigation, if carried on so as to permit territorial localization of freight by classes, would place the commissioners in a position to judge what industrial, or, indeed, social results, would follow from changing any special schedule of a particular railway.

It is considerations such as these, and many others that might be mentioned along the same line, which lead me to assert that no commission can safely undertake the adjustment of railway rates except upon the basis of a thorough and somewhat extended statistical investigation. A just rate does not mean a rate which a particular shipper can pay for particular goods, but rather a rate which, when enforced and maintained, entails in a community just and commendable results. The question involved in this controversy is not simply commercial in character, it is at the same time a question of public policy, and as such, like all questions of a political character, demands the fullest and completest knowledge respecting it. A statistical bureau is not an ornamental decoration. It is an essential part of the machinery for the control of railways.

If the commission idea is to retain the confidence of the public, it is, in my opinion essential that the commissioners recognize the service which a Bureau of Statistics and Accounts may render them in the performance of their duties, and for legislatures to grant such appropriations as are necessary for the development and extension of statistical work. We cannot evade the conclusion that the public has no guarantee that rates will be just and reasonable, whether made by commissioners or by the managers of railways, except they be made after a full investigation into the conditions under which the service is rendered.

HOW MAY RATES BE MAINTAINED?

It is recognized that rates must be stable as well as just and reasonable. The question therefore forces itself upon us, under what conditions may stable rates be secured? The

remarks which have previously been made respecting discrimination in rates apply equally well to this question, for rates are rendered unstable through discrimination, and commissioners may regard it wise to postpone a direct consideration of the means by which stability of schedules may be maintained until it is observed whether or not fluctuations in rates will continue after discrimination between shippers and places is done away with. I should not, however, make a complete statement of the service of a Bureau of Statistics and Accounts in the solution of the railway problem were I not to say that in all probability something more will be required to secure stability of schedules than the elimination of personal discrimination from railway practice. There are many who believe that stable rates cannot be secured so long as railways are prohibited from entering into legal agreements respecting the conditions under which their business shall be managed. It is asserted that the railway industry from its very nature tends toward consolidation; that concentration of power is inevitable; and that the only question for the public to consider is how to use this power for the public good. In railway consolidation there is at least the possibility of cheaper and better service, and providing that they who control it are held to strict responsibility, there is no reason why it should be feared by the public. This, of course, means that great reliance must be placed upon the principle of publicity, for there is no other way by which trustees of a public power may be held to account.

In working out for my own satisfaction the conditions under which pooling might be safely permitted to railways, the fact which has been most forcibly impressed upon me is that no traffic agreements could last for any considerable length of time, except under the application of what is technically known as the principle of territorialization. The strongest argument for this conclusion is found in the outline maps for competitive roads, published by Rand, McNally & Co. When, for example, the Michigan Central Railroad is permitted to compete for freight between New York and New Orleans, of what avail would it be for the roads to which that freight naturally belongs to enter into an agreement as to the manner in which it shall be divided? No pooling contracts could possibly be stable while such conditions existed. Pooling means the limitation of competition, or what amounts to the same thing, an agreement respecting the conditions under which competition shall take place. The first step, therefore, toward the establishment of stable rates through the legalization of pools, would be a scientific classification of railways by which each company may know what freight it can legitimately carry. This is doubtless an extension of public authority beyond any which has thus far been contemplated by our laws, but there is no other way of bringing the matter under control so as to adequately guard the public interest. It follows, therefore, that if pooling be forced upon government by the continual wars of railways the government must establish and support well-equipped statistical bureaus; for it is inconceivable that a scientific classification of railways can be made and maintained except upon the basis of careful and exhaustive statistical investigation.

It seems, then, whether we consider the question of railway discrimination, of just and reasonable rates, or of stability in rates, that a bureau designed especially for investigation and for imposing upon the railways uniform methods of management is essential to the realization of the commission idea. This has not been adequately recognized in the past, and it rests very largely with the members of this convention, whether it shall be recognized in the future.

I have presented the above considerations favoring maintenance and development of the statistical branch of the service of railway commissions, holding in mind the definition of the railway problem as implied in the laws creating the commission. But this definition is not as broad as the problem itself, and I see no reason why commissioners are not justified in taking the most comprehensive view of their office and in administering it in such a manner that incidental, as well as general, benefits may be secured therefrom to the public.

Looking at the matter in the light of history, railways, as administered, have destroyed the conditions under which the principle of competition can work for the great rank and file of business in a normal and satisfactory manner. In theory, competition is the central principle of our industrial structure. Both legislators and courts assume it to be present in the great majority of cases, and because of their confidence in its potency they deny the pertinency of socialistic arguments. In fact, however, competition has degenerated into a struggle for existence between great corporations, or a struggle for special favors at the hand of great corporations, or it has ceased to exist altogether. In this lies the explanation of most of the industrial complications which perplex the nineteenth century. According to the common law of industries, competition is potent; but, in reality, competition is rendered impotent by the arbitrary manner in which railway managers administer their trusts. If this be true, and that it finds adequate support in the history of the nineteenth century

lies beyond reasonable controversy, the railway problem comes to be a problem of civilization. It is a question of keeping open the avenues of opportunity. There is involved in its solution the broad question of industrial liberty, and the technicalities of railway legislation take upon themselves a new meaning when one considers the true character and the industrial influence of railway transportation. As equality before the law is a canon of political liberty, so equality before the railways is a canon of industrial liberty. A solution of the railway problem means the re-introduction of those conditions under which competition can control industrial forces and deal justly as between industrial agents.

Such considerations as the above are pertinent at the present time when the question of granting increased power to railway commissions is before the public. It would be impossible for a Bureau of Railway Statistics and Accounts to perform the service which has been assigned to it, except it be clothed with ample authority and provided with adequate facilities. Without doubt the railway corporations would assert that in the exercise of its functions such a bureau would be inquisitorial and encroach upon the established rights of privacy. But if it be clearly apprehended that the question of industrial liberty is involved, that the freedom of opportunity which our common law asserts to be the right of every citizen is jeopardized by the manner in which railways do, as a matter of fact, manage their affairs, there comes to be a reason for the extension of powers which commissioners demand from legislators. One thing certainly is clear—in an industry which touches at every point the life and the prospects of all citizens, there ought to be no question, respecting the right of government to make the fullest and completest investigation

COMPILATION

OF

RAILROAD RETURNS.

TABLE NO. I—CAPITAL STOCK.

RAILROADS.	Authorized by articles of association.	Authorized by vote of the company.	Number of shares issued.	Paid in.	Common stock		Preferred stock		Common stock outstanding.		Preferred stock outstanding.		Total.
					\$	%	\$	%	\$	%	\$	%	
Ames & College	20,000.00	30,000.00	55,000	20,000.00	20,000.00	100.00	20,000.00	100.00	20,000.00	100.00	11,795.00	100.00	30,000.00
Burlington, Cedar Rapids & N.	10,000.00	30,000.00	55,000	5,500.00	5,500.00	100.00	5,500.00	100.00	5,500.00	100.00	11,795.00	100.00	7,235.00
Albia & Centerville	400,000.00	400,000.00	764,043	400,000.00	400,000.00	100.00	400,000.00	100.00	400,000.00	100.00	76,404.30	100.00	400,000.00
Chicago, Burlington & Quincy	76,408,900.00	76,408,900.00	764,043	76,408,900.00	76,408,900.00	100.00	76,408,900.00	100.00	76,408,900.00	100.00	76,408,900.00	100.00	76,408,900.00
Chicago, Burlington & Kansas C.	8,000,000.00	8,000,000.00	80,000	8,000,000.00	8,000,000.00	100.00	8,000,000.00	100.00	8,000,000.00	100.00	8,000,000.00	100.00	8,000,000.00
Kansas City, St. Jo. & Council B.	6,227,135.00	5,946,573.67	50,485	5,946,573.67	5,946,573.67	100.00	5,946,573.67	100.00	5,946,573.67	100.00	5,946,573.67	100.00	5,946,573.67
St. L., Keokuk & Northwestern.	8,000,000.00	5,443,800.00	54,438	5,443,800.00	5,443,800.00	100.00	5,443,800.00	100.00	5,443,800.00	100.00	5,443,800.00	100.00	5,443,800.00
Chicago, Ft. Madison & Des M.	5,000,000.00	1,970,200.00	19,702	1,970,200.00	1,970,200.00	100.00	1,970,200.00	100.00	1,970,200.00	100.00	1,970,200.00	100.00	1,970,200.00
Chicago, Iowa & Dakota	1,300,000.00	397,000.00	2,435	243,500.00	243,500.00	100.00	243,500.00	100.00	243,500.00	100.00	78,000.00	100.00	321,500.00
Chicago, Milwaukee & St. Paul	71,735,161.00	71,735,161.00	717,351	71,595,161.01	46,027,261.00	64.30	25,767,900.00	35.70	46,027,261.00	64.30	25,767,900.00	35.70	71,795,161.00
Chicago & Northwestern	66,528,820.53	66,528,820.53	665,288	66,528,820.53	44,190,365.97	66.33	22,338,454.56	33.67	44,190,365.97	66.33	22,338,454.56	33.67	66,528,820.53
Chicago, Rock Island & Pacific	50,000,000.00	46,156,000.00	461,560	46,156,000.00	46,156,000.00	100.00	46,156,000.00	100.00	46,156,000.00	100.00	46,156,000.00	100.00	46,156,000.00
Chicago Great Western	70,000,000.00	56,404,620.00	499,740	49,974,035.00	20,345,515.00	29.44	29,628,490.00	42.56	20,345,515.00	29.44	29,628,490.00	42.56	49,974,035.00
Chicago, St. Paul, Minneapolis & O	50,000,000.00	34,030,126.66	340,301	34,030,126.66	21,403,293.35	61.71	12,626,833.31	38.29	18,539,360.02	55.04	11,259,913.32	33.25	29,819,273.34
Chicago, Santa Fe & California	30,000,000.00	15,000,000.00	150,000	15,000,000.00	15,000,000.00	100.00	15,000,000.00	100.00	15,000,000.00	100.00	15,000,000.00	100.00	15,000,000.00
Crooked Creek	225,000.00	225,000.00	2,250	225,000.00	225,000.00	100.00	225,000.00	100.00	225,000.00	100.00	225,000.00	100.00	225,000.00
Des Moines, Northern & Western	4,200,000.00	4,200,000.00	42,000	4,200,000.00	4,200,000.00	100.00	4,200,000.00	100.00	4,200,000.00	100.00	4,200,000.00	100.00	4,200,000.00
Dubuque & Sioux City	8,000,000.00	7,999,600.00	79,996	7,999,600.00	7,999,600.00	100.00	7,999,600.00	100.00	7,999,600.00	100.00	7,999,600.00	100.00	7,999,600.00
Humeston & Sheandoah	4,026,000.00	4,026,000.00	40,260	4,026,000.00	4,026,000.00	100.00	4,026,000.00	100.00	4,026,000.00	100.00	4,026,000.00	100.00	4,026,000.00
Iowa Central	18,400,000.00	13,754,625.85	137,546	13,754,625.85	8,210,156.30	59.80	5,544,469.55	40.20	8,210,156.30	59.80	5,544,469.55	40.20	13,754,625.85
Iowa Northern	2,000,000.00	90,000.00	900	90,000.00	90,000.00	100.00	90,000.00	100.00	90,000.00	100.00	90,000.00	100.00	90,000.00
Keokuk & Western	4,000,000.00	4,000,000.00	40,000	4,000,000.00	4,000,000.00	100.00	4,000,000.00	100.00	4,000,000.00	100.00	4,000,000.00	100.00	4,000,000.00
Mason City & Fort Dodge	5,000,000.00	920,000.00	9,200	920,000.00	920,000.00	100.00	920,000.00	100.00	920,000.00	100.00	920,000.00	100.00	920,000.00
Minneapolis & St. Louis	10,000,000.00	9,769,700.00	97,679	9,769,700.00	5,769,700.00	57.69	4,000,000.00	40.31	5,769,700.00	57.69	4,000,000.00	40.31	9,769,700.00
Omaha & St. Louis	4,533,500.00	4,533,500.00	45,335	4,533,500.00	2,320,500.00	51.18	2,213,000.00	48.82	2,320,500.00	51.18	2,213,000.00	48.82	4,533,500.00
Prairie du Chien & McGregor	100,000.00	100,000.00	1,000	100,000.00	100,000.00	100.00	100,000.00	100.00	100,000.00	100.00	100,000.00	100.00	100,000.00
Sioux City & Northern	10,000,000.00	1,440,000.00	14,400	1,440,000.00	1,440,000.00	100.00	1,440,000.00	100.00	1,440,000.00	100.00	1,440,000.00	100.00	1,440,000.00
Sioux City & Pacific	6,000,000.00	2,068,400.00	20,684	2,068,400.00	1,899,400.00	91.82	169,000.00	2.18	1,899,400.00	91.82	169,000.00	2.18	2,068,400.00
Tabor and Northern	120,000.00	26,100.00	522	26,100.00	26,100.00	100.00	26,100.00	100.00	26,100.00	100.00	26,100.00	100.00	26,100.00
Union Pacific	52,000,000.00	52,000,000.00	520,000	52,000,000.00	28,000,000.00	53.85	24,000,000.00	46.15	28,000,000.00	53.85	24,000,000.00	46.15	52,000,000.00
Wabash	500,000.00	10,000.00	22,000	10,000.00	10,000.00	100.00	10,000.00	100.00	10,000.00	100.00	10,000.00	100.00	10,000.00
Winona & South-Western	1,000,000.00	1,000,000.00	10,000	1,000,000.00	1,000,000.00	100.00	1,000,000.00	100.00	1,000,000.00	100.00	1,000,000.00	100.00	1,000,000.00
Miss. River R.R. & T. Bridge Co.	2,000,000.00	400,000.00	4,000	400,000.00	400,000.00	100.00	400,000.00	100.00	400,000.00	100.00	400,000.00	100.00	400,000.00
Des Moines Union	300,000.00	156,900.00	1,569	156,900.00	156,900.00	100.00	156,900.00	100.00	156,900.00	100.00	156,900.00	100.00	156,900.00
NARROW GAUGE ROADS.	3,000,000.00	856,801.82	8,568	856,801.82	856,801.82	100.00	856,801.82	100.00	856,801.82	100.00	856,801.82	100.00	856,801.82
Burlington & Northwestern	800,000.00	800,000.00	8,000	800,000.00	800,000.00	100.00	800,000.00	100.00	800,000.00	100.00	800,000.00	100.00	800,000.00
Burlington & Western	800,000.00	800,000.00	8,000	800,000.00	800,000.00	100.00	800,000.00	100.00	800,000.00	100.00	800,000.00	100.00	800,000.00
Des Moines & Kansas City	800,000.00	800,000.00	8,000	800,000.00	800,000.00	100.00	800,000.00	100.00	800,000.00	100.00	800,000.00	100.00	800,000.00
Total	\$580,044,516.53	\$536,897,829.53	74,081,796	\$421,911,644.54	\$371,302,096.29	88.24	\$126,393,647.42	29.76	\$398,855,713.78	88.24	\$126,393,647.42	29.76	\$523,249,361.21

*Outstanding. †Common stock of leased lines.

REPORT OF RAILROAD COMMISSIONERS.

TABLE No. II.—CAPITAL STOCK—CONTINUED.

RAILROADS.	Total mileage en- tire line.	Stock per mile of road.	Stock representing road in Iowa.	Stock held in Iowa.	Total number of stockholders.	Number of stock- holders in Iowa.	MANNER OF PAYMENT OF CAPITAL STOCK.				
							Issued for cash.	Issued for con- struction.	Issued for re- organization.	Issued for other purposes.	Total cash real- ized.
Ames & College.....	1.98	\$ 10,000.00	\$ 20,000.00	\$ 120,000.00	49	10	20,000.00	17,360.00	55,000.00	.....	20,000.00
Burlington, Cedar Rapids & North n	1,064.69	8,795.40	6,340,312.06	100,100.00	300	12	.....	.....	.....	.....	72,500.00
Albia & Centerville.....	24.10	16,597.51	10,597.51	127,100.00	12	7	.....	.....	.....	.....	.....
Chicago, Burlington & Quincy.....	5,707.16	14,151.08	10,601,463.83	355,500.00	12,035	64	.....	.....	4,000.00	115.00	.....
Chicago, Burlington & Kansas C.	180.99	44,201.53	3,431,691.25	400.00	6	4	.....	80,000.00	.....	.....	.....
Kansas City St. Joe & Council B.	315.51	18,847.50	976,677.45	100.00	18	1	5,770.00	.....	.....	52,855.00	577,000.00
St. Louis, Keokuk & Northwest n	176.95	30,764.62	1,880,839.10	200.00	6	2	.....	.....	40,000.00	.....	.....
Chicago, Ft. Madison & Des Moines.	71.00	27,749.30	1,970,200.00	390.00	56	2	19,702.00	.....	.....	.....	.....
Chicago, Iowa & Dakota.....	26.50	9,443.07	246,500.00	12,800.00	13	11	.....	.....	.....	1485,122.00	.....
Chicago, Milwaukee & St. Paul.....	5,724.13	12,542.55	19,384,693.47	18,000.00	3,179	4	222,829.00	.....	506,175.00	94,663.00	28,604,317.85
Chicago, Milwaukee & St. Paul.....	4,273.07	15,569.33	*18,108,994.64	483,400.00	4,070	18	36,400.00	28,025.00	419,600.00	.....	2,911,493.14
Chicago, Rock Island & Pacific.....	2,873.84	16,027.28	17,178,509.30	265,400.00	3,910	30	41,960.00	.....	.....	499,740.00	46,156,000.00
Chicago, Great Western.....	838.67	57,587.25	26,892,833.75	528,470.00	1,276	49	.....	.....	98,064.00	167,008.00	1,301,265.00
Chicago, St. Paul, Minneapolis & O.	1,401.14	24,301.73	1,811,466.73	10,000.00	1,089	2	73,929.00	.....	.....	150,000.00	4,314,717.73
Chicago, Santa Fe & California	490.97	30,551.76	606,750.00	100.00	15	1	117.00	568.00	.....	1,535.00	.....
Crooked Creek.....	23.27	9,669.06	225,000.00	.....	9	3	.....	.....	79,996.00	.....	7,999,690.00
Des Moines, Northern & Western.....	149.00	28,187.92	4,200,000.00	13,300.00	38	11	.....	.....	40,290.00	.....	4,026,000.00
Dubuque & Sioux City.....	524.01	15,285.22	7,597,337.71	300.00	8	3	.....	.....	.....	.....	.....
Humeston & Shenandoah.....	95.45	42,179.15	4,026,000.00	3,500.00	947*	8	.....	.....	.....	.....	.....
Iowa Central.....	502.91	27,350.02	11,329,685.31	90,000.00	6	6	.....	.....	52.00	.....	.....
Iowa Northern.....	6.93	12,987.01	90,000.00	203.00	104	5	.....	.....	.....	.....	.....
Keokuk & Western.....	142.80	28,011.20	204,000.00	100.00	8	1	.....	9,200.00	.....	.....	.....
Mason City & Ft. Dodge.....	92.00	10,000.00	10,000.00	.....	5	.....	.....	.....	.....	.....	.....
Minneapolis & St. Louis.....	368.10	26,540.88	3,652,025.08	.....	446	8	.....	.....	.....	.....	.....
Omaha & St. Louis.....	145.00	31,265.52	2,085,410.00	.....	213	.....	.....	.....	.....	.....	.....
Prairie du Chien & McGregor.....	2.00	50,000.00	12,500.00	.....	5	.....	1,000.00	.....	.....	.....	100,000.00
Sioux City & Northern.....	96.00	15,000.00	1,155,000.00	1,080,000.00	14	11	.....	.....	.....	.....	.....
Sioux City & Pacific.....	107.42	19,255.28	1,549,470.75	1,300.00	59	2	.....	17,914.00	2,770.00	.....	20,684.00
Tabor & Northern.....	8.79	2,969.28	23,650.00	21,800.00	64	60	253.00	119.00	.....	150.00	20,150.00
Union Pacific.....	4.08	.....	.....	.....	.....	.....	.....	.....	550,000.00	.....	52,000,000.00
Wabash.....	1,594.00	32,622.00	1,412,532.00	.....	.....	.....	.....	.....	.....	.....	.....
Waco & South-Western.....	114.41	20,000.00	468,200.00	.....	13	.....	.....	.....	.....	.....	.....
Missouri River R. & Toll Bridge Co.	61.61	1,639,344.28	.....	200.00	6	2	.....	.....	.....	.....	.....
Des Moines Union.....	27.00	148,148.15	400,000.00	850,000.00	11	7	4,000.00	.....	.....	.....	400,000.00
SARON GAGE ROADS.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Northwestern.....	38.73	4,051.12	155,900.00	60,900.00	219	218	.....	1,590.00	.....	.....	156,900.00
Burlington & Western.....	70.70	12,118.64	856,801.82	500.00	6	5	7,500.00	1,068.00	.....	.....	860,801.82
Des Moines & Kansas City.....	112.00	7,142.85	714,285.00	.....	.....	.....	.....	.....	.....	.....	.....
Total.....	27,401.91	18,086.24	\$149,351,266.70	\$3,769,363.00	28,225	634	\$143,758.00	\$135,805.00	\$1,908,487.00	\$1,479,321.00	\$147,537,252.54

*Proportional. †Issued in exchange for lands, stocks of other companies and dividends.

COMPILATION OF RETURNS.

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TABLE No. III—DEBT.

RAILROADS.	Funded debt.	Floating debt.	Total debt.	Debt per mile.	Debt representing road in Iowa.	Total stock and debt.	Stock and debt per mile.	Interest paid representing road in Iowa.
	\$	\$	\$	\$	\$	\$	\$	\$
Ames & College	15,755,000.00	561,891.65	16,316,891.65	14,716.20	13,537,656.08	23,551,891.65	21,526.06	697,802.50
Burlington, Cedar Rapids & Northern		6,612.51	6,612.51	274.38	17,140,278.98	406,012.51	18,751.88	755,929.75
Albia & Centerville	123,605,290.84	1,040,660.52	124,645,951.36	5,749.82	446,416.02	200,015,130.84	36,490.70	21,130.66
Chicago, Burlington & Quincy	831,431.59	5,650,478.07	6,481,909.66	17,497.56	11,006,051.74	11,006,051.74	38,785.05	134,451.60
Kansas City, St. Jo. & Council Bluffs	8,566,016.48	130,605.00	8,696,621.48	46,796.30	1,000,670.67	13,724,405.06	77,500.92	61,896.00
St. Louis, Keokuk & Northwestern	1,331,006.00		1,331,006.00	15,440.38	401,450.00	3,283,200.00	46,242.25	18,750.00
Chicago, Ft. Madison & Des Moines	397,000.00	4,450.00	401,450.00	15,440.38	401,450.00	646,450.00	24,882.68	
Chicago, Iowa & Dakota	130,805,500.00		130,805,500.00	22,851.50	35,317,485.00	292,600,661.00	35,304.81	1,917,020.94
Chicago, Milwaukee & St. Paul	117,100,500.00	\$5,415,020.87	122,515,520.87	28,671.55	\$3,348,447.48	189,044,341.40	44,240.87	\$1,985,739.95
Chicago, Rock Island & Pacific	60,947,000.00		60,947,000.00	21,039.16	22,440,460.30	106,803,000.00	37,086.43	1,130,180.43
Chicago, Great Western	24,450,800.00		24,450,800.00	17,457.07	1,301,424.56	49,974,035.00	57,587.25	211,641.46
Chicago, St. Paul, Minneapolis & Omaha	17,583,000.00	5,244,064.56	22,827,064.56	46,493.83	833,040.00	54,979,073.34	41,758.80	77,052.28
Crooked Creek						37,827,064.56	77,045.57	31,812.25
Des Moines, Northern & Western	2,541,000.00	167,643.19	2,708,643.19	18,178.81	9,708,643.19	6,908,643.19	46,306.71	50,404.00
Dubuque & Sioux City	9,647,000.00	125,970.36	9,772,970.36	18,450.35	9,284,553.18	17,779,570.36	33,725.64	518,817.97
Humeston & Shenandoah	2,684,000.00		2,684,000.00	28,117.44	2,684,000.00	6,710,000.00	70,298.50	187,880.00
Iowa Central	6,916,354.37	331,516.06	7,247,870.43	13,237.05	5,383,428.91	21,002,696.28	40,557.00	209,652.36
Iowa Northern	1,500,000.00	3,307.14	1,503,307.14	7,692.95	53,307.14	1,556,614.28	50,079.24	3,000.00
Keokuk & Western	9,380,000.00	24,716.38	9,404,716.38	1,573.64	1,020,000.00	4,224,716.38	29,584.84	6,300.20
Mason City & Fort Dodge						2,300,000.00	25,000.00	
Minneapolis & St. Louis	2,213,000.00		2,213,000.00	15,000.00	1,380,000.00	3,593,000.00	50,000.00	
Omaha & St. Louis	4,039,700.00	133,440.12	4,173,140.12	21,853.17	3,443,921.60	7,606,640.12	53,149.24	7,401.40
Prairie du Chien & McGregor						100,000.00	50,000.00	
Sioux City & Northern	1,920,000.00	2,592,127.11	4,512,127.11	20,000.00	1,540,000.00	3,360,000.00	35,000.00	77,000.00
Sioux City & Pacific	3,256,320.00	16,357.23	3,272,677.23	54,165.39	4,358,689.61	7,886,847.11	73,426.65	\$72,042.10
Taber & Northern	40,184.00		40,184.00	7,451.16	56,511.23	80,161.23	10,141.72	1,254.70
Union Pacific						133,500,000.00	80,677.00	72,744.00
Wabash	81,500,000.00		81,500,000.00	48,077.00	1,160,889.14	4,408,250.00	38,500.00	26,065.46
Winona & Southwestern	2,118,250.00		2,118,250.00	18,077.00	453,085.00	1,650,000.00		
Mississippi River Railroad & Toll Bridge Co.	450,000.00		450,000.00		552,000.00	952,000.00		27,000.00
Des Moines Union	552,000.00		552,000.00					
NARROW GAUGE ROADS.								
Burlington & Northwestern	220,000.00	106,830.90	326,830.90	10,840.17	419,839.90	576,739.90	14,891.29	2,228.10
Burlington & Western	571,201.21	451,156.40	1,022,357.61	14,460.50	1,022,357.61	1,879,159.43	26,579.34	5,014.74
Des Moines & Kansas City		705,340.01	705,340.01	6,297.67	670,123.61	1,505,340.01	13,440.53	
Total.	\$631,882,256.90	\$17,218,150.60	\$649,100,407.50	\$23,688.18	\$163,667,909.03	\$1,144,697,848.71	\$41,774.42	\$8,185,635.83

*Proportional. †Contingent liability as guarantor of bonds and debts of other roads \$75,000.00. ‡Per mile of road operated.

REPORT OF RAILROAD COMMISSIONERS.

TABLE IV—COST OF ROAD.

RAILROADS.	Grading.	Bridging and masonry.	Superstructure, including rails.	Land, land damage and fences.	Passenger and freight stations, sheds and water stations.	Engine houses, car sheds and turn-tables.	Machine shops, machinery and tools.	Interest paid during construction, discounts, etc.
Ames & College.....	\$ 100,140.13		\$ 237,534.52	\$ 78,757.53	\$ 13,608.25	\$ 32,029.40	\$ 12,408.41	\$ 60,000.00
Burlington, Cedar Rapids & Northern								
Albia & Centerville.....								
Chicago, Burlington & Quincy.....	150.00	87,632.26	140,275.34	66,155.20	7,231.45			
Kansas City, St. Jo. & Council Bluffs.....		1,519,500.81	546,743.96	2,346,621.42	282,660.97			
St. Louis, Keokuk & Northwestern.....								
Chicago, Ft. Madison & Northern.....								
Chicago, Iowa & Dakota.....	104,321.92	25,335.16	147,333.77	20,359.44	24,322.44	12,372.00	10,685.06	2,989.48
Chicago, Milwaukee & St. Paul.....								
Chicago & Northwestern.....								
Chicago, Rock Island & Pacific.....								
Chicago, St. Paul & Kansas City.....	1,385,513.61	580,967.16	3,427,057.58	1,212,265.66	615,815.93	2,677,290.22		4,893,380.64
Chicago, St. Paul, Minneapolis & Omaha.....								
Chicago, Santa Fe & California.....	7,414,044.36		3,697,950.67	1,052,317.72	1,595,629.99		227,882.64	1,193,887.51
Crooked Creek.....								
Des Moines Northern & Western.....								
Dubuque & Sioux City.....								
Humeston & Suenandoah.....								
Iowa Central.....		67,281.13		45,761.02		68,373.95	14,762.91	
Iowa Northern.....								
Keokuk & Western.....								
Mason City & Ft. Dodge.....								
Minneapolis & St. Louis.....	9,521.83	7,409.81	9,294.05	30,283.83	10,342.16		4,960.33	
Omaha & St. Louis.....								
Prairie du Chien & McGregor.....								
Sioux City & Northern.....								
Sioux City & Pacific.....								
Tabor & Northern.....	6,000.00	5,399.70	29,600.09	10,500.00	600.00	800.00	400.00	3,000.00
Union Pacific.....								
Wabash.....								
Winona & Southwestern.....								
Mississippi River Railroad & Toll Bridge Company.....	12,927.60	562,776.21		1,718.85				
Des Moines Union.....								
NARROW GAUGE ROADS.								
Burlington & Northwestern.....		70,026.08	206,793.67	29,932.72	15,705.97			3,060.00
Burlington & Western.....			1,221,104.32	80,638.01			23,580.18	
Des Moines & Kansas City.....	116,095.94	18,721.38	198,538.39	112,235.96	11,978.64	4,250.00	7,628.10	49,976.99
Total.....	\$9,149,315.39	\$2,945,139,70	\$90,670,264.26	\$5,098,617.36	\$2,487,907.80	\$2,785,615.06	\$ 302,403.33	\$6,203,324.5

* Includes cost of equipment to November 30, 1890.

COMPILATION OF RETURNS.

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TABLE IV—COST OF ROAD—CONTINUED.

RAILROADS.	Engineering, salaries and other expenses during construction.	Other items.	Double track.	Purchase of constructed road.	Total for construction.	Construction per mile.	Proportion of cost of construction for Iowa.
	\$	\$	\$	\$	\$	\$	\$
Ames & College.....	34,445.85	73,130.87		20,816,098.64	21,458,243.30	19,575.11	18,284,164.88
Burlington, Cedar Rapids & Northern.....				400,000.00	400,000.00	16,597.51	400,000.00
Albia & Centerville.....					171,550,143.73		25,440,307.38
Chicago, Burlington & Quincy.....	14,289.86	580,427.60		7,919,601.91	8,824,765.62	48,758.30	3,785,596.41
Chicago, Burlington & Kansas City.....	92,663.99	121,864.42		8,468,445.79	13,378,631.36	75,606.84	1,962,313.11
Kansas City, St. Jo. & Council Bluffs.....							1,010,107.38
St. Louis, Keokuk & Northwestern.....	13,890.80	21,165.53			391,824.20	14,786.19	
Chicago, Ft. Madison & Des Moines.....					105,223,233.67	34,105.31	62,710,273.09
Chicago, Milwaukee & St. Paul.....					135,262,674.96	31,640.64	36,801,662.63
Chicago, Rock Island & Pacific.....					87,969,170.71	30,546.53	32,549,868.78
Chicago, St. Paul & Kansas City.....	294,810.86	863,325.20		29,448,147.97	45,428,574.92	55,094.80	25,894,265.70
Chicago, Great Western.....				500,000.00	500,000.00		
Chicago, St. Paul, Minneapolis & Omaha.....	385,196.22	2,344,121.91		3,378,057.14	736,100,089.16	73,540.43	1,450,632.09
Chicago, Santa Fe & California.....				86,000.00	195,877.82	8,443.00	195,877.82
Crooked Creek.....							
Des Moines, Northern & Western.....					17,220,445.43	32,862.83	16,744,279.41
Dubuque & Sioux City.....					19,976,481.75	39,721.70	16,494,628.02
Hamaston & Shenandoah.....		188,481.96		19,621,620.78	143,307.14	20,697.24	143,307.14
Iowa Central.....					43,866,170.35		
Keokuk & Western.....				*2,300,000.00	2,382,916.05	25,901.26	2,382,916.05
Mason City & Fort Dodge.....	285.07	10,808.97					
Minneapolis & St. Louis.....					77,250,500.00		
Omaha & St. Louis.....					700,000.00	50,000.00	12,500.00
Prairie du Chien & McGregor.....					3,360,000.00	35,000.00	2,695,000.00
Sioux City & Northern.....							
Sioux City & Pacific.....							
Tabor & Northern.....							
Union Pacific.....	7,000.00	9,694.46			72,964.25	8,304.23	72,964.25
Wabash.....							
Winona & South-Western.....							
Mississippi River Railroad & Toll Bridge Company.....	17,138.36	55,438.98			650,000.00		
Des Moines Union.....					986,775.00		
NARROW GAUGE ROADS.							
Burlington & Northwestern.....	11,284.52	2,270.01			330,092.97	8,755.30	330,092.97
Burlington & Western.....	23,497.43	1,745.38		2,189.08	1,352,814.40	19,134.57	1,352,814.40
Des Moines & Kansas City.....	79,499.92	32,072.20	6,145.98	735,000.00	1,372,771.59	12,256.85	1,304,133.02
Total.....	\$ 971,941.88	\$ 4,304,537.58	\$ 6,145.98	\$ 93,663,871.31	\$ 787,368,312.93	\$ 28,734.06	\$ 242,011,709.75

*Includes cost of equipment to Nov. 20, 1896. †Includes capital stock \$15,000,000.00. ‡Purchase of constructed road.

TABLE V—COST OF EQUIPMENT.

RAILROADS.	Locomotives.	Snowplows.	Passenger, mail, baggage and express cars.	Parlor, dining cars.	Freight and other cars.	Weekling cars, pile drivers and tools.	Total for equipment.	Equipment per mile of road.	Proportion of cost of equipment for Iowa.
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Ames & College.....							4,201,024.84	3,833.17	3,476,462.60
Burlington, Cedar Rapids & Northern									
Albia & Centerville.....									
Chicago, Burlington & Quincy.....							28,213,524.57	5,217.81	3,913,897.74
Chicago, Burlington & Kansas City.....	66,494.56		13,500.00		85,762.67		165,757.23	915.84	71,105.81
Kansas City, St. Jo. & Council Bluffs.....							1,490,559.48	4,724.28	280,822.02
St. Louis, Keokuk & Northwestern.....	167,795.47		106,752.90	4,752.71	251,474.09		550,805.17	2,999.75	40,076.66
Chicago, Ft. Madison & Des Moines.....									
Chicago, Iowa & Dakota.....			7,118.00		5,786.00		30,020.76	1,132.85	1,132.85
Chicago, Milwaukee & St. Paul.....									
Chicago & Northwestern.....							32,900,159.56	7,629.21	8,873,689.78
Chicago, Rock Island & Pacific.....							15,445,727.75	5,363.30	5,715,174.75
Chicago, St. Paul & Kansas City.....			307,994.70	33,242.43	1,044,832.60		2,143,371.92	2,627.74	1,225,029.03
Chicago Great Western.....					58,230.00		58,230.00		
Chicago, St. Paul, Minneapolis & Omaha.....									
Chicago, Santa Fe & California.....							216,161.17	440.27	8,743.76
Crook Creek.....	4,937.67				211,293.50		14,627.04	628.53	14,627.04
Des Moines, Northern & Western.....	9,430.00				5,197.04				
Dubuque & Sioux City.....	110,000.00		42,700.00		26,760.00		179,460.00		170,463.43
Humeston & Shenandoah.....									
Iowa Central.....	110,360.97		24,311.68						
Iowa Northern.....									
Keokuk & Western.....									
Mason City & Ft. Dodge.....									
Minneapolis & St. Louis.....									
Omaha & St. Louis.....									
Prairie du Chien & McGregor.....			7,131.59		11,313.07	1,700.01	341,823.65	2,407.77	175,959.84
Prairie du Chien & Northern.....							27,669.99	302.93	27,669.99
Sioux City & Pacific.....									
Tabor & Northern.....									
Union Pacific.....							310,315.57		
Wabash.....									
Winona & Southwestern.....									
Mississippi River Railroad & Toll Bridge Company.....							4,090.00	405.30	4,090.00
Des Moines Union.....	12,000.00								
NARROW GAUGE ROADS.									
Burlington & Northwestern.....	25,833.79		13,065.93		41,065.88	3,812.41	84,378.01	2,178.40	84,378.01
Burlington & Western.....	33,926.27		10,838.25		73,893.55	558.45	119,216.52	1,686.23	119,216.52
Des Moines & Kansas City.....	47,511.68		10,899.66		61,945.21	2,904.68	123,161.23	1,099.66	117,003.17
Total.....	\$1,372,954.29	\$	\$ 545,933.01	\$ 37,935.14	\$1,877,983.70	\$ 302,722.83	\$ 86,743,630.39	\$ 3,202.06	\$ 24,654,622.57

TABLE No. VI—COST OF ROAD AND EQUIPMENT

RAILROADS.	Total cost of road and equipment.	Average cost of road and equipment per mile.	Proportion of cost of road and equipment to lowa.	Average cost of road and equipment per mile in lowa.	Actual present cash value of road and equipment.	Actual present cash value of all other property owned.
	\$	\$	%	\$	\$	\$
Ames & College	25,600,168.14	23,408.20	21,740,627.48	23,408.20		
Burlington, Cedar Rapids & Northern	400,000.00	18,367.51	400,000.00	18,367.51		
Albia & Centerville	190,753,968.80	38,944.29	29,182,068.50	33,936.96		
Chicago, Burlington & Quincy	8,960,522.85	49,674.14	3,856,701.22	49,674.14		
Kansas City, St. Jo. & Council Bluffs	13,152,445.13	41,686.29	2,213,135.13	41,686.29		
St. Louis, Keokuk & Northwestern	13,909,436.53	78,606.69	1,050,184.04	78,606.69		
Chicago, Ft. Madison & Des Moines	3,283,200.00	46,244.25	3,283,200.00	46,244.25		
Chicago, Iowa & Dakota	421,854.98	15,919.04	15,919.04	15,919.04		
Chicago, Milwaukee & St. Paul	185,223,233.67	34,105.31	92,710,273.09	34,105.31		
Chicago & Northwestern	187,602,834.42	39,269.85	45,675,562.41	39,269.85		
Chicago, Rock Island & Pacific	108,414,848.46	35,909.72	38,265,043.53	35,909.72		
Chicago, St. Paul & Kansas City	47,571,946.84	58,322.54	27,119,314.73	58,322.54		
Chicago Great Western	558,230.00					
Chicago, St. Paul, Minneapolis & Omaha	54,087,875.31	38,602.76	2,877,835.75	38,602.76		
Chicago, Santa Fe & California	36,325,249.33	73,986.70	1,469,375.85	73,986.70		
Crooked Creek	210,504.86	9,046.19	210,504.86	9,046.19		
Des Moines, Northern & Western	6,693,523.47	44,923.00	6,693,523.47	44,923.00		
Dubuque & Sioux City	17,369,925.43		16,914,732.84	33,968.15		
Humeston & Shenandoah	6,719,482.20	70,397.98	6,719,482.20	70,397.98		
Iowa Northern	20,404,901.68	40,573.58	16,807,517.52	40,573.58		
Keokuk & Western	143,307.14	20,679.24	143,307.14	20,679.24		
Mason City & Ft. Dodge	4,200,000.00	29,061.62	2,123,823.18	29,061.62		
Minneapolis & St. Louis	2,410,786.04	26,204.19	2,410,786.04	26,204.19		
Omaha & St. Louis	7,560,815.57	52,143.55	3,477,975.16	51,910.08		
Prairie du Chien & McGregor	100,000.00	50,000.00	12,500.00	12,500.00		
Sioux City & Northern	3,360,000.00	35,000.00	2,695,000.00	35,000.00		
Sioux City & Pacific	5,748,217.56	53,511.61	4,306,079.56	53,511.61		
Tabor & Northern	77,054.25	8,766.12	77,054.25	8,766.12		
Union Pacific						
Wabash	133,433,500.00	80,877.00	3,493,314.00	80,877.00		
Winona & South-Western	4,404,785.00	38,500.00	901,285.00	38,500.00		
Mississippi River Railroad & Toll Bridge Co.	650,000.00					
Des Moines Union	1,008,775.00		1,008,775.00	373,620.37		
Burlington & NARROW GAUGE ROADS.						
Burlington & Northwestern	423,470.98	10,936.50	423,470.98	10,936.50		
Burlington & Western	1,472,030.92	20,890.30	1,472,030.92	20,890.30		
Des Moines & Kansas City	1,466,632.82	13,356.51	1,421,186.18	14,211.56		
	\$1,088,462,631.86	\$39,722.87	\$301,171,534.07	\$35,404.05	\$222,940,806.39	\$42,063,417.04

*Includes all other property. Undivided, \$214,370,588.54. Total equipment, \$63,743,639.39. Total construction, \$787,368,312.93.

TABLE No. VII—
CHARGES AND CREDITS BY WHICH THE CAPITAL AND

RAILROADS.	Grading.	Bridging and masonry.	Superstructure, including rails.	Land, land damages and fences.	Passenger and freight stations, coal sheds and water stations.
Ames & College	\$ 100,140.13	\$	\$ 237,534.52	\$ 78,757.53	\$ 13,608.25
Burlington, Cedar Rapids & Northern Albia & Centerville					
Chicago, Burlington & Quincy	20,825.36	240,298.49	809,872.57	221,536.21	154,565.31
Chicago, Burlington & Kansas City	150.00			161.56	498.05
Kansas City, St. Jo. & Council Bluffs		34,324.75		453.80	
St. Louis, Keokuk & Northwestern		1,241,273.90	434,774.74	163,942.95	58,473.26
Chicago, Fort Madison & Des Moines					
Chicago, Iowa & Dakota		136,593.52	504,080.50	188,864.80	181,905.10
Chicago, Milwaukee & St. Paul		136,010.16	697,243.34	159,948.99	460,184.21
Chicago & Northwestern					
Chicago, Rock Island & Pacific					
Chicago, St. Paul & Kansas City	114,823.67	82,814.63	64,289.46	3,248.50	23,915.14
Chicago Great Western					
Chicago, St. Paul, Minneapolis & O	7,866.00	5,445.00	168,302.00	83,196.88	86,144.78
Chicago, Santa Fe & California	175,096.74	†180,116.98	164,820.99	19,380.34	59,506.66
Crooked Creek					
Des Moines, Northern & Western		87,948.00	43,713.81	7,907.97	3,379.64
Dubuque & Sioux City	**27,961.94		23,951.22	4,885.44	27,130.52
Humeston & Shenandoah				154.75	
Iowa Central				1,892.50	
Iowa Northern					
Keokuk & Western					
Mason City & Fort Dodge				77.75	95.99
Minneapolis & St. Louis					
Omaha & St. Louis		14,351.74	33,615.14		
Prairie du Chien & McGregor					
Sioux City & Northern					
Sioux City & Pacific			1,169.43		6,274.34
Tabor & Northern			2,719.06	171.50	102.67
Union Pacific					
Wabash					
Winona & Southwestern					
Miss. River R. R. & Toll Bridge Co.					
Des Moines Union					
NARROW GAUGE ROADS.					
Burlington & Northwestern				478.64	
Burlington & Western				122.16	
Des Moines & Kansas City	40,266.36	4,918.75		12,768.33	1,902.63
Totals	\$ 496,130.20	\$ 2,164,097.99	\$ 3,186,086.78	\$ 947,950.59	\$ 1,077,686.55

† Other expenses \$180,116.98.

** Ballasting.

COMPILATION OF RETURNS.

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PROPERTY ACCOUNT.

DEBT HAVE BEEN INCREASED DURING THE YEAR.

Engine houses, car sheds and turn tables.	Machine shops, in- cluding machin- ery and tools.	Engineering agen- cies, salaries and other expenses during con- struction.	Interest, dis- counts, etc.	Purchase of other roads.	Double track ex- tension.	Other items.	Total for construc- tion.
\$ 32,029.40	\$ 12,498.11	\$ 34,445.85	\$ 60,000.00	\$ 13,737.23	\$.	\$ 73,130.87	\$ 655,881.89
		1,650.79	*108,654.35	*100,705.54		2,690,844.01	3,930,032.85
				676.80			1,486.40
		108,209.24		*19,742.00	* 2,044.23	36,425.07	69,159.39
							1,986,932.09
	12,577.81	144,930.80	231,000.00	560,456.94	918,637.04		2,679,048.58
		8,713.25	*12,297.57		1,113,667.95		2,563,470.33
		2,516.21	1,571,598.95	278,343.83		2,452,467.41	2,452,467.41
				500,000.00			2,141,550.39
	9,453.97	17,181.90		504,635.65			500,000.00
		*575.00			35,690.43		882,226.18
							634,037.14
	3,603.41		1,324.00				147,876.83
				8,701.70			92,630.82
							134.75
25,100.00				4,089.72			31,082.22
		15.50		427.26			616.50
							47,966.88
	40.50		3,404.00				7,443.77
							6,437.73
						3,500,000.00	3,500,000.00
							478.64
		1,278.15					122.16
							70,134.22
\$ 57,129.40	\$ 88,173.80	\$ 318,366.69	\$ 1,746,375.03	\$ 1,750,621.59	\$ 2,065,951.19	\$ 8,752,667.36	\$ 22,601,237.17

* Debit.

TABLE No. VIII.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.—CONTINUED.

RAILROADS.	Locomo- tives.	Snow plows.	Passenger, mail, bag- gage and express cars.	Parlor, din- ing and sleeping cars.	Freight and other cars.	Weekling cars, pile and tools.	Total for equipment during the year.	Other ex- penditures charged to property accounts.	Total ex- penditures charged to property accounts.	Credits to property accounts.	Net addi- tion to property accounts for the year.
Ames & College.....	\$ 51,572.25	16,495.39	30,750.00	4,732.70	157,125.51		290,995.95		\$ 916,577.74		\$ 916,577.74
Burlington, Cedar Rapids & Northern..											
Albia & Centerville.....	549,452.29		337,103.72	861.98	1,463,653.24		2,351,071.23	37,892.01	6,318,996.09		6,318,996.09
Chicago, Burlington & Kansas City....					400.00				1,946.40		1,946.40
Chicago, St. Paul & Council Bluffs.....					4,570.07		4,570.07		73,729.46		73,729.46
St. Louis, Keokuk & Northwestern.....	23,863.53		2,300.00	4,732.71	29,219.46		57,135.64		2,044,067.73		2,044,067.73
Chicago, Ft. Madison & Des Moines.....											
Chicago, Iowa & Dakota.....	33,135.69		292,367.20	20,965.09	512,834.54		799,292.92		3,678,381.10		3,678,381.10
Chicago, Milwaukee & St. Paul.....	273,420.50		676,627.50	53,754.15	806,430.07	*108,593.08	2,010,834.30		4,574,304.63		4,574,304.63
Chicago & Northwestern.....							993,979.38		3,346,446.69		3,346,446.69
Chicago, Keokuk Island & Pacific.....	126,369.00						126,369.00		2,267,919.39		2,267,919.39
Chicago, St. Paul & Kansas City.....					58,230.00		58,230.00		558,230.00		558,230.00
Chicago Great Western.....									1,140,521.80	6,024.86	1,146,546.66
Chicago, St. Paul Minneapolis & Omaha	75,717.77		129,286.76	12,638.66	43,508.19	6,054.33	267,295.71		634,037.14		634,037.14
Chicago, Santa Fe & California.....									1,580.00		1,580.00
Crooked Creek.....					1,580.00		1,580.00		176,033.83		176,033.83
Des Moines, Northern & Western.....	11,635.44		812.80		14,692.61	1,056.15	28,157.00		92,630.82		92,630.82
Dubuque & Sioux City.....									154.75		154.75
Humeston & Shenandoah.....	37,838.38				93,272.70		131,111.06		162,193.30		162,193.30
Iowa Central.....											
Iowa Northern.....											
Keokuk & Western.....									6,230.66		6,230.66
Mason City & Ft. Dodge.....	201.28		5,940.69			88.69	6,230.66		47,966.88		47,966.88
Minneapolis & St. Louis.....											
Omaha & St. Louis.....											
Prairie du Chien & McGregor.....											
Sioux City & Northern.....									8,583.87		8,583.87
Sioux City & Pacific.....			1,140.10				1,140.10		6,437.73		6,437.73
Tabor & Northern.....											
Union Pacific.....									3,500,000.00		3,500,000.00
Wabash.....											
Winona & Southwestern.....											
Mississippi River R. & Toll Bridge Co											
Des Moines Union.....											
NARROW GAUGE ROADS.											
Burlington & Northwestern.....									478.64		478.64
Burlington & Western.....									122.16		122.16
Des Moines & Kansas City.....	2,000.00		1,000.00		500.00	450.00	3,950.00		74,084.22		74,084.22
Total.....	1,185,215.13	16,495.39	1,417,358.71	99,725.29	2,273,126.33	\$116,242.25	7,002,142.44	37,892.01	29,640,655.12	6,024.86	29,646,680.30

*Fitting equipment with air brakes, automatic couplers, air signals, gas fixtures and steam heat.

TABLE No. IX.—EARNINGS—PASSENGER.

RAILROADS.	Local passengers.	Through passen- gers.	All passengers.	Express.	Extra baggage and storage.	Mails.	Other sources, pas- senger depart- ment.	Total earnings pas- senger depart- ment.	Miles.	EARNINGS PER TRAIN MILE RUN.	
	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.		\$.	\$.
Ames & College.....	560,930.91	380,861.18	4,226.85	476.57	43.30	103,457.28	125.00	4,820.41	1,236,348	90.09	
Burlington, Cedar Rapids & North'n	2,654.43	300.23	951,692.09	58,900.00	43.30	1,046.65	43.30	1,113,949.37	3,976	1.03	23
Albia & Centerville.....			7,663,733.73	726,317.57	115,048.78	1,225,357.35	43,995.27	9,793,432.70	8,790,927	1.11	00
Chicago, Burlington & Quincy			79,569.98	11,569.98	1,823.95	20,530.81		113,514.52	149,631	1.75	87
Kansas City, St. Jo. & Council B.			538,761.28	25,549.98	13,446.51	78,363.68		656,121.45	642,262	1.02	16
St. Louis, Keokuk & Northwestern			372,438.52	21,750.00	7,938.94	38,305.59		440,433.05	461,207	95.49	
Chicago, Ft. Madison & Des Moines	12,879.01		12,879.01	2,469.29	115.92	1,797.36		17,245.18	59,820	28.82	
Chicago, Iowa & Dakota.....			7,003.75	458.02	77.37	1,190.96		8,736.50	9,711	89.90	
Chicago, Milwaukee & St. Paul.....	6,256,808.48	960,671.55	7,220,480.03	608,329.06	126,252.21	1,014,585.08	395,906.76	9,365,563.14	7,676,562	1.22	00
Chicago & Northwestern.....	6,653,600.03	1,591,987.25	8,245,587.28	418,514.91	114,848.12	963,435.77	21,980.01	9,467,556.09	8,450,573	1.11	92
Chicago, Rock Island & Pacific	4,290,992.01	1,575,169.54	5,836,161.55	348,424.30	70,062.84	453,824.31	195,211.12	6,912,684.12	7,002,373	98.72	
Chicago Great Western.....	725,292.58	254,772.64	980,065.22	75,000.00	12,514.16	87,632.74	110,536.18	1,265,148.30	1,426,104	88.71	
Chicago, St. Paul, Minneapolis & O.			2,133,100.32	107,411.07	47,081.83	183,334.79		2,473,928.01	2,115,063	1.16	92
Chicago, Santa Fe & California.....	860,346.31	274,568.66	1,134,914.97	190,611.70	13,778.38	66,422.44	73,823.09	1,470,550.58	1,513,268	97.77	
Crooked Creek.....	1,001.14		1,001.14			768.64		1,769.78		66.33	
Des Moines, Northern & Western.....	99,235.81	2,665.23	101,934.04	6,307.21	1,566.72	10,773.80		120,585.77	181,779	855.28	
Dubuque & Sioux City.....	89,750.55	644,100.57	733,851.12	53,120.78	13,040.12	88,693.30	1,543.18	890,448.48	865,287	1.04	11
Huronston & Shenandoah.....			31,855.18	3,355.08		7,013.60		42,224.78	71,507	58.97	
Iowa Northern.....	251,543.11	79,673.65	331,216.76	14,499.96	4,312.82	43,872.04	799.62	394,701.50	550,903	71.64	
Keokuk & Western.....	83,324.26	15,601.91	98,926.17	8,100.00	2,634.79	12,630.92		122,560.86	10,016	97.18	
Mason City & Ft. Dodge.....	29,667.34	6,866.39	36,533.73	1,291.64	922.82	4,016.04		42,764.43	264,058	59.96	
Minneapolis & St. Louis.....			410,534.77	23,630.00	6,827.03	49,516.13	1,200.00	494,490.93	53,178	90.36	
Omaha & St. Louis.....	78,120.48	37,864.78	115,985.26	8,736.48	1,489.51	30,296.70	420.00	156,597.95	488,344	1.07	00
Prairie du Chien & McGregor.....									107,963	146.37	
Sioux City & Northern.....			39,475.72	669.36	684.42	6,920.28		47,672.78	87,557	54.44	
Sioux City & Pacific.....	105,261.06	133,500.21	238,761.29	8,006.07	5,948.92	27,943.03	300.00	280,569.31	269,827	1.34	00
Tabor & Northern.....			3,249.81	182.53		403.96		3,865.70	10,700	36.31	
Union Pacific.....			3,568,632.63	380,936.44	70,356.94	404,704.70		4,414,630.71	4,895,368	91.87	
Wabash.....			5,025.96	1,180.13	101.25			6,911.90			
Winona & Southwestern.....											
Miss. River R. & Toll Bridge Co.											
Des Moines Union.....											
NARROW GAUGE ROADS.											
Burlington & Northwestern.....			14,857.12	859.02	382.73	3,961.05		20,060.52	23,122	46.89	
Burlington & Western.....			14,127.55	1,740.96	200.26	5,248.55		21,317.32	141,503	15.05	
Des Moines & Kansas City.....			56,468.60	1,557.32		4,782.53		61,828.45	89,870	68.79	
Total.....	\$ 20,077,410.55	\$6,971,776.60	\$ 40,999,371.91	\$3,111,984.21	\$ 640,513.64	\$4,641,309.64	\$48,641.62	\$ 50,242,021.12	47,407,925		

REPORT OF RAILROAD COMMISSIONERS.

TABLE NO. X—EARNINGS—CONTINUED.

FREIGHT.

RAILROADS.	Local.	Through.	Other sources.	Total earnings.	EARNINGS PER TRAIN MILE RUN.		EARNINGS PER TRAIN MILE RUN FROM ALL TRAINS EARNING REVENUE.	
					Miles.	Earn- ings.	Miles.	Earn- ings.
Ames & College	\$ 743,866.51	\$ 2,435,050.25		\$ 1,309.00	2,568,182	1.23,784	3,804,530	1.12,972
Burlington, Cedar Rapids & Northern	419.21	28,137.51		3,178,916.76	11,927	2.33,429	15,903	2.05,000
Albia & Centerville				28,568.78	15,332,163	1.49,000	24,123,090	1.39,000
Oniaco, Burlington & Quincy			9,360.73	22,862,125.55	83,700	2.44,560	408,321	1.87,223
Chicago, Burlington & Kansas City				242,631.96	513,887	2.12,538	1,156,139	1.65,470
Kansas City, St. Jo. & Council Bluffs				1,256,946.03	606,829	2.12,538	1,068,036	1.61,997
St. Louis, Keokuk & Northwestern			953.10	1,289,754.25	37,810	1.0,640	97,630	1.88,729
Chicago, Ft. Madison & Des Moines	39,294.08			40,252.18	29,134	1.17,600	38,845	1.10,700
Chicago, Iowa & Dakota	1,459.60	32,818.54		34,278.14	15,559,539	1.57,789	23,236,121	1.45,965
Chicago, Milwaukee & St. Paul	19,991,572.37	4,402,276.27	157,323.35	24,551,177.99	16,827,802	1.37,565	25,287,375	1.28,964
Chicago & Northwestern	15,515,214.31	7,595,689.50	38,323.07	23,149,226.88	11,449,514	1.18,776	18,451,913	1.11,165
Chicago, Rock Island & Pacific	6,994,726.77	6,604,643.51		13,599,370.28	2,928,259	1.27,463	4,354,363	1.14,754
Chicago Great Western	2,802,660.14	928,997.53		3,731,657.67	3,650,220	1.81,924	5,765,283	1.58,013
Chicago, St. Paul, Minn. & Omaha		6,628,702.08	8,300.20	6,637,004.28	3,199,042	1.63,870	4,712,910	1.42,647
Chicago, Santa Fe & California		5,226,599.98	16,665.15	5,243,265.13				
Crooked Creek	8,381.71			8,381.71				
Des Moines, Northern & Western	72,131.57	206,600.09		278,731.66	128,520	2.17,500	310,299	1.28,940
Dubuque & Sioux City	1,510,592.51	102,648.43	799.00	1,614,039.94	1,214,727	1.32,873	2,070,014	1.20,989
Humeston & Shendaosh				59,825.02	92,263	1.06,196	163,860	1.86,690
Iowa Central	794,879.23	751,306.36	290.74	1,546,894.85	1,206,270	1.28,122	1,757,173	1.10,439
Iowa Northern	18,773.54			18,773.54	10,016	1.87,485	10,016	1.87,485
Keokuk & Western				236,328.20	96,235	2.45,574	300,291	1.19,440
Mason City & Ft. Dodge	45,193.43	52,572.11		97,765.54	48,479	2.01,685	101,657	1.38,248
Minneapolis & St. Louis				1,478,594.01	691,799	2.10,000	1,150,143	1.70,000
Omaha & St. Louis	64,750.21	386,473.51	20,762.74	451,233.72	473,053	1.08,198	524,986	1.15,837
Prairie du Chien & McGregor								
Sioux City & Northern				343,658.16	69,978	4.91,094	157,535	2.53,227
Sioux City & Pacific	31,089.25	215,461.80	259.36	246,810.41	152,419	1.62,000	362,246	1.46,000
Tabor & Northern		6,179.13		6,179.13	12,100	51,070		
Union Pacific			188,225.35	9,805,813.53	7,567,247	1.27,090	12,372,565	1.14,930
Wabash & Southwestern				25,346.92				
Winona & Southwestern				140,292.26				
Mississippi River R. & T. B. Co.								
Des Moines Union								
NARROW GAUGE ROADS.								
Burlington & Northwestern				46,908.15	18,348	2.02,000	23,122	2.89,760
Burlington & Western				54,218.55	107,963	50,000		
Des Moines & Kansas City				54,450.10	71,444	76,213	161,314	72,000
Total	\$ 648,635,819.44	\$ 835,604,175.06	\$ 440,682,311.8	\$ 122,418,533.30	88,934,489		131,985,700	

COMPILATION OF RETURNS.

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TABLE NO. XI—EARNINGS—CONTINUED.

RAILROADS.	Rents received for use of road.	Car mileage credit balance.	Earnings from other resources.	Elevator.	Telegraph.	Total earnings from all sources.	EARNINGS PER MILE OF ROAD OPERATED.		Proportion of earnings for Iowa.
							Miles.	Earnings.	
Ames & College.	\$ 4,200.00					\$ 6,138.41	1,112.37	\$ 5.51	6,138.41
Burlington, Cedar Rapids & Northern.			35,640.23			4,322,706.36	1,112.37	3,906,086.82	3,906,086.82
Albia & Centerville.						32,691.20	21.10	1,855.24	32,691.20
Chicago, Burlington & Quincy.	265,719.46		652,683.26		75,241.50	33,889,107.47	5,554.21	6,048.18	6,245,567.37
Chicago, Burlington & Kansas City.			4,176.51		1,453.32	361,759.53	291.16	1,635.74	188,759.23
Kansas City, St. Jo. & Council Bluffs.	47,988.76		150,071.38		3,323.94	2,116,588.50	368.42	6,869.70	153,045.45
St. Louis, Keokuk & Northwestern.	3,500.00		31,275.38		2,306.58	1,767,266.28	227.91	7,754.23	53,864.03
Chicago, Ft. Madison & Des Moines.						47,497.36	71.00	809.82	57,497.36
Chicago, Iowa & Dakota.		105.76				43,120.40	28.50	1,627.18	43,120.40
Chicago, Milwaukee & St. Paul.			248,427.24		38,440.49	34,203,598.86	5,724.13	5,975.33	8,106,634.44
Chicago & Northwestern.	86,945.17		766,634.14			32,718,629.35	4,273.07	7,666.94	8,045,866.49
Chicago, Rock Island & Pacific.	136,524.18	228,492.18				21,643,704.90	3,610.18	5,965.19	6,960,984.24
Chicago Great Western.			28,604.73			5,025,410.70	922.45	5,447.89	2,344,207.83
Chicago, St. Paul, Minneapolis & Omaha.	80,899.97					9,190,820.26	1,481.61	6,203.27	640,536.61
Chicago, Santa Fe & California.	8,972.63		101,341.51		2,767.76	6,897,897.61	515.27	13,265.14	251,631.88
Crooked Creek.							23.27	486.24	10,151.49
Des Moines, Northern & Western.						10,151.49	23.27	486.24	10,151.49
Dubuque & Sioux City.	22,955.23		5,274.15		188.71	405,590.29	149.00	2,722.08	405,590.29
Humeston & Shenandoah.	156.00		20,839.44		484.87	2,648,763.02	599.59	4,250.85	2,514,655.27
Iowa Central.	14,311.70		1,152.90		380.72	143,736.49	95.45	1,503.23	143,736.49
Iowa Northern.			1,968.14		1,583.14	1,958,456.33	497.60	3,903.86	1,534,994.29
Keokuk & Western.						21,501.56	6.93	3,102.67	21,501.56
Mason City & Ft. Dodge.	12,604.96	32,724.51	630.67			404,640.22	147.97	2,734.67	206,371.10
Minneapolis & St. Louis.	105,615.10					140,469.97	92.00	1,526.63	140,469.97
Omaha & St. Louis.			336.60			2,076,700.04	367.70	5,647.81	394,893.73
Prairie du Chien & McGregor.						608,468.27	145.00	4,196.33	279,895.40
Sioux City & Northern.		3,245.43	4,345.69			398,922.06	97.28	4,100.76	8,003.80
Sioux City & Pacific.	14,816.09		4,205.22			546,731.03	107.42	5,090.30	320,972.69
Tabor & Northern.			820.74			10,394.57	8.79	1,239.40	408,609.70
Union Pacific.						14,220,444.24	1,247.00	1,502.75	10,894.57
Wabash.						32,784.66			416,581.48
Winona & Southwestern.		366.62			158.47				187,392.97
Mississippi River Railroad & Toll Bridge Co.			.75						32,784.66
Des Moines Union.						140,392.26			140,392.26
NARROW GAUGE ROADS.									
Burlington & Northwestern.						66,998.67	52.50	1,276.16	66,998.67
Burlington & Western.			222.50			75,758.37	104.20	727.04	75,758.37
Des Moines & Kansas City.	1,200.00				265.09	117,743.64	112.00	1,051.28	111,856.45
Total.	\$ 806,409.31	\$ 264,934.50	\$ 82,075,389.48		\$ 128,751.79	\$ 175,936,060.50	\$ 27,925.08		\$ 445,003,680.51

REPORT OF RAILROAD COMMISSIONERS.

TABLE NO. XII.—OPERATING EXPENSES.
MAINTENANCE OF WAY AND BUILDINGS.

RAILROADS.	REPAIRS OF ROAD BED AND TRACKS.		RENEWAL OF RAILS.		RENEWAL OF TIES.		Repairs of bridges, culverts and gateways.	Repairs of fences, road crossings and signs.	Repairs of buildings, stations and water tanks.	Other expenses.	Total.
	Tons of steel.	Cost.	Number laid.	Cost.							
Ames & College.....	335.21										
Burlington, Cedar Rapids & Northern.....	590,839.46	9,777.00	131,486.65	665,541	161,894.85	122,114.82	23,813.41	44,539.47	4,273.51	19,967.15	1,064,895.81
Albia & Centerville.....	10,210.92	209.55	6,764.08	12,079	5,267.31	1,438.65	11.11	81.79			21,774.46
Chicago, Burlington & Quincy.....	3,644,993.65					740,876.26	69,184.99	173,063.57	92,923.70		4,721,021.17
Chicago, Burlington & Council Bluffs.....	73,459.87					27,370.11	3,697.76	3,699.49			114,227.23
Kansas City, St. Jo. & Council Bluffs.....	194,146.11					29,886.97	5,100.44	16,261.90			245,886.42
St. Louis, Keokuk & Northwestern.....	118,202.19					47,197.61	5,904.03	8,451.88			179,656.71
Chicago, Ft. Madison & Des Moines.....	11,982.62					45.98		167.39			12,186.99
Chicago, Iowa & Dakota.....	7,789.17					1,741.37	1,150.62	1,397.65			13,045.81
Chicago, Milwaukee & St. Paul.....	1,953,892.98		1,030,525.89		935,955.27	565,136.11	216,735.57	297,240.23	34,676.73		5,001,162.18
Chicago & Northwestern.....	2,375,161.72	21,247.25	976,232.42	1,345,303	548,431.63	434,012.65	180,201.74	408,767.33			4,383,206.64
Chicago, Rock Island & Pacific.....	1,875,829.37		218,786.95		361,802.35	434,012.65	69,192.39	307,623.32			3,267,217.03
Chicago Great Western.....	401,406.40	812.33	4,127.36	226,040	62,879.38	94,533.44	24,176.11	48,005.99	35,359.29		670,487.97
Chicago, St. Paul, Minn. & Omaha.....	825,479.87					387,539.38	50,224.20	161,061.69			1,558,319.77
Chicago, Santa Fe & California.....	360,287.30	334.66	6,841.65	49,747	42,727.29	91,946.16	7,850.96	36,536.96	63,936.55		610,026.87
Crooked Creek.....	5,199.25	100.00	2,663.12			250.54	83.46	162.83			8,359.30
Des Moines, Northern & Western.....	51,578.49					7,725.59	247.03	2,210.96			74,277.60
Dubuque & Sioux City.....	299,563.29		30,208.51		12,515.53	7,725.59	247.03	2,210.96			465,516.63
Humeston & Shenandoah.....	32,548.88					52,791.63	13,788.19	25,982.44	3,419.66		66,935.02
Iowa Central.....	163,993.02	114.85	1,907.57	33,509	13,687.58	14,753.25	712.65	3,289.02	36.07		382,097.63
Iowa Northern.....	6,906.83	250.00	6,178.21	144,181	72,644.64	78,176.84	8,696.21	22,650.87	2,364.17		13,537.55
Keokuk & Western.....	44,450.23	151.50	8,990.46	42,055	6,473.72	14,598.93	2,244.24	4,310.33	2,763.29		63,850.20
Mason City & Fort Dodge.....	25,692.41	15.75	316.80	41,165	17,410.70	4,062.96	724.42	2,199.36			50,406.65
Minneapolis & St. Louis.....	164,146.72		42,876.67		37,339.82	35,433.56	8,995.03	34,016.30			222,739.10
Omaha & St. Louis.....	55,630.18					4,395.67	3,325.08	5,846.96			69,804.68
Prairie du Chien & McGregor.....	20,879.04					1,500.00					1,500.00
Sioux City & Northern.....	65,871.46	81.75	1,038.72	12,695	6,117.00	1,625.18	504.52	3,710.59	6,089.71		32,609.04
St. Louis & Pacific.....			2,719.06			12,742.88	1,506.53	8,640.74			95,917.33
Tabor & Northern.....	1,640.45					352.79	34.04	102.67	108.48		4,696.10
Union Pacific.....						238,428.07	52,022.77	5,080.94	136,466.62		1,944,853.69
Wabash.....	985,745.77		202,510.60		314,128.89	352.79	34.04	190.64			4,500.27
Winona & South-Western.....	3,913.80										
Mississippi River R. R. & T. B. Co.											
Des Moines Union.....	7,986.59	43.00	1,290.00	4,650	2,325.00	50.65	167.86	2,679.30	4,001.80		18,501.20
NARROW GAUGE ROADS.											
Burlington & Northwestern.....		287.64	18,739.07			1,095.65	271.84	2,998.09	18.17		22,832.82
Burlington & Western.....			23,570.39			3,407.24	1,098.61	1,764.98	23.04		29,344.46
Des Moines & Kansas City.....	26,506.30				9,019.73	3,750.00	576.00	698.00	231.64		39,640.67
Total.....	814,381,118.06	35,626.76	\$2,363,128.02	2,629,667	\$2,874,673.01	\$3,513,724.57	\$762,132.22	\$1,602,152.80	\$407,814.75	\$25,804,741.42	

TABLE NO. XIII.—OPERATING EXPENSES—CONTINUED.
MAINTENANCE OF MOTIVE POWER AND CARS.

RAILROADS.	Repairs of locomotives.	Repairs of passenger cars.	Repairs of freight cars.	Repairs of tools and machinery.	Other expenses.	Total.
Ames & College.	\$ 171,179.65	\$ 40,845.31	\$ 177,614.39	\$ 10,762.55	\$ 17,361.79	\$ 417,753.69
Burlington, Cedar Rapids & Northern.	532.94		1,527.23			2,060.17
Albia & Centerville.	1,630,406.97		2,127,949.56			3,758,356.53
Chicago, Burlington & Quincy.	16,247.46	4,095.63	16,225.42			36,568.41
Kansas City, St. Jo & Council Bluffs.	66,317.08	32,043.74	39,395.62			137,756.44
St. Louis, Keokuk & Northwestern.	26,835.08	29,100.08	55,375.54			111,311.70
Chicago, Ft. Madison & Des Moines.	1,045.58	57.37	672.29	183.79		1,919.03
Chicago, Iowa & Dakota.	1,043.47	44.56	121.46	620.00	421.76	2,251.25
Chicago, Milwaukee & St. Paul.	1,459,061.93	558,377.86	1,562,734.67	114,905.47		3,694,799.93
Chicago & Northwestern.	1,183,758.43	382,504.19	1,722,531.17	106,563.90	756.23	3,306,235.92
Chicago, Rock Island & Pacific.	787,806.38	450,491.68	920,533.53			2,158,831.59
Chicago Great Western.	195,145.02	62,437.03	186,140.29	6,970.06		465,441.24
Chicago, St. Paul, Minneapolis & Omaha.	361,288.66	82,314.28	474,998.59	35,744.07	14,748.24	954,345.80
Chicago, Santa Fe & California.	362,979.11	57,363.50	400,806.43	17,845.32	14,399.22	853,413.58
Crooked Creek.	904.30		286.52			1,190.82
Des Moines, Northern & Western.	18,625.73	2,603.08	6,389.74	6,389.74		27,017.55
Dubuque & Sioux City.	92,580.81	39,000.04	98,783.52	8,355.64		238,719.01
Humeston & Shenandoah.	10,103.57	1,394.18	4,003.78			15,501.48
Iowa Central.	71,114.53	20,840.11	77,302.30	5,929.42		175,189.36
Iowa Northern.	1,166.64					1,166.64
Keokuk & Western.	15,160.32	3,267.83	23,840.86	710.48	1,900.00	44,779.49
Keokuk City & Ft. Dodge.	5,140.68	2,193.70	7,386.97	328.19		15,061.54
Minneapolis & St. Louis.	81,254.19	17,908.11	89,013.83	4,185.12		192,371.25
Omaha & St. Louis.	52,324.42	118.28	23,738.55	4,506.46		80,682.73
Prairie du Chien & McGregor.						
Sioux City & Northern.	13,470.47	4,679.84	17,920.71			36,071.02
Sioux City & Pacific.	12,681.11	4,283.59	19,959.46	8,801.86		45,826.02
Tabor & Northern.	153.74		219.27	40.50	43.65	457.16
Union Pacific.						
Wabash.	662,740.53	266,776.02	752,973.78	92,172.00	390,454.69	2,186,117.02
Winona & South-Western.	800.17		985.55	29.71		1,816.43
Mississippi River R. & Toll Bridge Co.						
Des Moines Union.				2,503.50		5,247.52
NARROW GAUGE RAILROADS.						
Burlington & Northwestern.	719.03		637.88			1,356.91
Burlington & Western.	5,641.83		4,800.33			10,342.16
Des Moines & Kansas City.	8,602.05	2,513.05	3,502.05	502.05		16,119.20
Total.	\$ 7,338,856.70	\$ 2,065,365.66	\$ 8,818,377.24	\$ 421,160.11	\$ 440,015.58	\$ 19,063,774.29

* Includes repairs of passenger cars.

REPORT OF RAILROAD COMMISSIONERS.

TABLE NO. XIV—OPERATING EXPENSES—CONTINUED.
CONDUCTING TRANSPORTATION.

RAILROADS.	Fuel for loco- motives.	Water supply.	Oil and waste.	Locomotive service.	Passenger train service.	Wages of switchmen, flagmen, conductors, trainmen.	Mileage of pas- senger cars, freight cars, mail cars.	Freight train service.	Train supplies.
Ames & College.....	1,651.41	19,374.28	26,694.70	352,300.30	52,706.06	58,749.06	1,728.43	177,635.18	24,544.11
Burlington, Cedar Rapids & Northern.....	313,012.40	308.60	121.65	1,199.03				1,000.86	24.89
Albia & Centerville.....	994.42	246,578.66	644,670.71	1,848,984.28		867,919.23		1,754,470.17	643,065.35
Chicago, Burlington & Quincy.....	2,390,150.13	3,713.44	55,981.46	216,306.37	20,152.43		13,718.20	133,930.24	
Chicago, Burlington & Kansas City.....	15,085.37	9,465.67	198,503.72	198,503.72				115,961.76	
Kansas City, St. Jo., & Council Bluffs.....	4,302.06	342.75	403.52	5,346.39	2,912.29				538.48
Chicago, Ft. Madison & Des Moines.....	8,569.37	308.53	2,127,208.59	2,127,208.59	420.30			1,262.39	32.76
Chicago, Iowa & Dakota.....	2,552,376.54	76,017.40	89,066.12	2,127,208.59	516,628.59	862,680.35		1,235,560.86	236,420.85
Chicago, Milwaukee & St. Paul.....	2,604,989.27	130,351.07	224,904.50	2,388,716.67	532,531.38	942,232.96		1,381,209.01	166,675.74
Chicago & Northwestern.....	1,455,796.88	161,237.97	59,613.17	1,490,538.70	324,830.48		94,343.34	738,763.64	196,967.04
Chicago, Rock Island & Pacific.....	530,385.07	28,563.06	22,019.97	417,028.66	61,288.22	129,705.09		245,573.39	53,861.77
Chicago Great Western.....	831,957.80	36,451.53	23,280.31	647,482.13	124,619.69	184,662.17		315,035.77	50,896.56
Chicago, St. Paul, Minneapolis & Omaha.....	498,902.98	30,452.07	26,341.69	512,226.58	95,496.10	242,973.37		282,747.58	103,510.13
Chicago, Santa Fe & California.....	1,739.84	188.04		2,737.57			3,708.24		
Crooked Creek.....	25,071.46	3,510.50	1,172.45	24,560.19	6,132.79		673.67	8,776.64	2,619.66
Des Moines, Northern & Western.....	113,697.40	9,447.85		175,831.59	40,732.91	25,394.89	10,323.18	108,165.81	24,037.45
Dubuque & Sioux City.....	12,586.91	879.37	655.91	12,253.27	4,300.81	159.73		7,215.36	1,080.73
Humeston & Shenandoah.....	136,661.91	8,316.50	11,867.69	149,634.54	18,553.37	23,159.82	5,506.06	91,459.04	12,134.91
Iowa Central.....	1,713.00		159.58	1,440.00	1,440.00				
Iowa, Northern.....	19,800.00	2,180.98	813.92	25,221.64	2,220.00			17,354.12	600.00
Keokuk & Western.....	10,217.08	962.19	678.21	7,696.62	2,162.04		40.00	3,560.10	431.49
Mason City & Ft. Dodge.....	139,264.94	8,890.51	5,892.00	111,744.80	20,245.17	30,687.16	9,841.87	58,184.74	14,625.07
Minneapolis & St. Louis.....	74,179.81	7,011.53	2,941.95	47,977.08	4,712.26	10,121.83	3,784.98	36,462.19	7,820.47
Omaha & St. Louis.....	38,694.50	428.53	696.70	18,675.98	4,922.38	19,660.00		7,592.32	4,530.27
Prairie du Chien & McGregor.....	51,465.44	2,693.06	3,872.11	37,565.97	12,442.08	8,900.34		13,546.08	3,660.73
Sioux City & Northern.....	1,700.02	93.37	36.79	1,200.00	564.00	100.36			
Sioux City & Pacific.....									
Tabor & Northern.....									
Union Pacific.....	772,985.62	89,135.81	47,014.83	1,002,216.12	207,514.36	590,707.27	16,010.42	620,100.74	79,354.37
Vashon.....	4,465.13	114.58		2,671.64	448.80			1,962.95	517.20
Winona & Southwestern.....	7,256.91	1,108.59	369.20	7,768.76	7,142.98	17,662.06		3,987.22	
Mississippi River Railroad & Toll Bridge Co. Des Moines Union.....					4,092.00			2,772.20	
NARROW GAUGE ROADS.									
Burlington & Northwestern.....	1,528.24	1,380.10	17,865.79					8,218.69	
Burlington & Western.....	7,875.00	445.00	518.50		3,975.00	403.00		5,436.47	550.00
Des Moines & Kansas City.....									
Total.....	\$12,612,242.80	\$95,714.23	\$1,103,544.17	\$11,921,121.91	\$2,079,606.86	\$4,034,438.82	\$205,483.71	\$7,347,927.62	\$1,623,482.05

COMPILATION OF RETURNS.

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TABLE NO. XV—OPERATING EXPENSES.
CONDUCTING TRANSPORTATION—CONTINUED.

RAILROADS.	Mileage of freight cars	Telegraph expenses, maintenance and operating.	Damage and loss of and freight and baggage.	Damage to property and cattle.	Personal injuries.	Agents and station service.	Station supplies.	Sundries.	Total.
Ames and College	18,710.03	73,620.66	10,005.95	23,056.25	.....	1,770.00	40,472.73	10,354.79	3,421.41
Burlington, Cedar Rapids & Northern	1,217.75	461.20	48.78	518.40	1,800.85	188,063.98	40,472.73	10,354.79	1,391,321.88
Albia & Centerville	246,851.78	380,175.63	128,608.57	126,729.68	1,063,733.77	1,422,874.17	558,970.87	287.15	11,428,432.00
Chicago, Burlington & Kansas City	31,705.53	23,471.06	.....	5,317.93	.....	11,984.07	.....	.....	127,474.13
Kansas City, St. Jo. Council Bluffs	76,315.30	24,809.88	.....	32,883.82	.....	271,210.94	.....	.....	691,267.47
St. Louis, Mo. & North Western	585.42	704.37	.....	461.71	.....	.....	.....	.....	729,268.19
Chicago, Ft. Madison & Des Moines	.....	.....	51.70	17.45	176.25	4,680.25	206.40	1,470.01	21,740.40
Chicago, Iowa & Dakota	317,537.35	405,807.47	170,081.68	.....	3.20	3,108.35	43.38	.....	21,740.40
Chicago, Milwaukee & St. Paul	301,467.49	417,964.78	137,093.33	53,372.54	285,154.78	1,470,257.35	229,355.26	278,261.82	10,698,965.01
Chicago & Northwestern	533,724.37	283,779.48	60,732.44	50,915.37	143,336.53	1,856,720.07	102,618.31	128,846.49	12,070,116.17
Chicago, Rock Island & Pacific	73,541.53	100,870.05	18,994.01	13,874.07	55,303.95	288,467.12	30,589.40	130,803.73	7,080,345.97
Chicago Great Western	.....	122,559.58	21,842.40	25,137.75	81,743.02	393,872.78	30,324.35	4,506.16	2,313,460.29
Chicago, St. Paul, Minneapolis & Omaha	27,103.06	79,275.61	46,664.11	13,445.15	36,527.71	308,963.60	49,380.84	120,848.26	2,925,711.52
Chicago, Santa Fe & California	.....	.....	.....	.....	.....	891.36	.....	.....	2,464,567.08
Crooked Creek	.....	2,118.48	207.90	1,608.24	6,021.51	14,638.62	338.84	20.23	5,784.94
Des Moines, Northern & Western	3,635.26	40,725.81	1,115.66	7,430.85	28,006.43	138,740.49	14,464.80	1,407.75	104,301.94
Dubuque & Sioux City	38,156.74	.....	8,289.65	.....	.....	8,610.27	.....	4,071.38	788,123.23
Humeston & Shenandoah	.....	35,879.53	3,099.76	10,577.86	9,408.69	106,718.05	4,473.70	24,358.95	663,540.89
Iowa Central	12,432.42	.....	.....	50.00	.....	.....	.....	.....	4,802.58
Iowa Northern	2,424.90	9,908.37	692.41	.....	77.00	22,617.70	383.64	2,258.28	106,562.49
Keokuk & Western	.....	2,205.37	90.94	429.00	328.00	6,404.66	407.13	34,962.12	538,311.03
Mason City & Ft. Dodge	**708.71	31,113.61	247.12	1,588.52	4,370.82	84,112.62	5,748.95	6,904.22	292,417.97
Minneapolis & St. Louis	3,163.83	8,143.22	2,042.59	2,207.40	14,501.94	28,242.09	3,033.23	1,277.81	17,946.81
Omaha & St. Louis	32,218.18	.....	.....	.....	.....	.....	.....	.....	119,150.58
Prairie du Chien & McGregor	.....	7,915.01	1,795.39	222.85	4,082.00	18,901.51	2,703.27	1,156.14	219,078.40
Southern Railway	21,419.94	7,570.16	903.17	1,238.66	3,428.31	35,633.00	2,694.74	3,602.59	3,940.36
Sioux City & Pacific	31.67	.....	26.15	128.00	.....	.....	.....	.....	.....
Tabor & Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....
Union Pacific	496,237.16	211,790.66	68,432.40	50,964.49	97,418.10	1,098,068.31	56,547.21	499,870.96	5,944,068.83
Wabash	197.85	149.27	2.90	.....	33.88	3,372.80	.....	1,082.79	15,029.79
Winona & Southwestern	.....	.....	.....	.....	.....	.....	.....	.....	.....
Mississippi River R. & T. Bridge Co.	.....	.....	.....	26.00	188.30	29,151.25	.....	6,520.14	81,170.11
Des Moines Union	.....	.....	.....	.....	.....	.....	.....	.....	.....
NARROW GAUGE ROADS.	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Northwestern	.....	.....	152.79	20.08	8,098.20	8,098.20	.....	.....	16,653.51
Burlington & Western	.....	.....	322.16	672.49	6,590.76	6,590.76	.....	.....	37,984.79
Des Moines & Kansas City	.....	695.00	1,450.00	.....	.....	.....	415.00	100.00	28,755.73
Total	\$1,977,958.85	\$2,370,043.16	\$683,943.01	\$451,684.58	\$1,232,245.43	\$10,241,440.24	\$1,316,504.43	\$1,407,556.95	\$1,755,138.81

* Includes personal injuries and damage to property and cattle. ** Debit.

REPORT OF RAILROAD COMMISSIONERS.

TABLE No. XVI—GENERAL EXPENSES.

RAILROADS.	Salaries of officers.	Salaries of clerks.	General office expenses and supplies.	Agencies including salaries and rent.	Advertising.	Commissions.	Insurance.	Expense of freight lines.	Expense of transportation.	Expense of stock yards and elevators.
Ames & College	\$ 54,727.67	\$ 54,639.30	\$ 13,414.57	\$ 12,006.48	\$ 9,649.53	\$ 30,642.46	\$ 18,000.00	\$	\$ 3,006.48	\$
Burlington, Cedar Rapids & N.		600.00	17.95	6.95						
Albia & Centerville	1,039,921.19		80,064.22	288,075.89	146,802.66		137,140.20		16,854.69	
Chicago, Burlington & Quincy	12,768.81			1,507.64			6,363.97			
Kansas City, St. Jo. & Council Bl.	92,217.82			27,254.35			3,406.08			
St. L., Keokuk & Northwestern.	84,132.19			33,525.56			531.56			
Chicago, Ft. Madison & Des M.	5,116.65	1,221.91	235.37						222.98	1,109.00
Chicago, Iowa & Dakota	3,960.00	360.00	570.69						56,965.52	62,850.23
Chicago, Milwaukee & St. Paul	329,523.74	305,440.98	32,109.79	209,066.21	58,410.87	81,919.28	70,983.93		53,602.73	1,351.23
Chicago & Northwestern	169,544.67	318,475.62	105,244.95	245,192.24	104,111.76	78,741.60	976.91			
Chicago, Rock Island & Pacific	425,008.67			700,480.72						
Chicago Great Western	40,557.30	107,363.64	30,581.70	131,516.17	58,784.55	47,380.70	12,863.43		18,870.12	5,299.99
Chicago, St. Paul, Minneapolis & O	79,117.35	94,300.96	41,677.96	58,768.47	10,597.01	15,207.75	16,931.83	584.79	18,635.24	51,050.72
Chicago, Santa Fe & California	60,203.84	113,601.00	3,642.78	60,222.31	15,285.44	35,867.01	28,189.10	3,494.10	21,441.12	8,721.02
Crooked Creek	1,200.00									
Des Moines, Northern & Western		16,296.40	5,625.24	4,670.58	250.50		622.50		979.47	
Dubuque & Sioux City	33,595.85	54,181.58	14,886.03	36,663.07	9,305.67	4,824.36	10,157.87		4,942.49	
Humeston & Sheandoah	7,299.54	1,200.00	244.53		66.43		1,251.60			
Iowa Central	32,302.00	32,358.88	5,328.77	30,061.71	2,786.25	6,767.92	4,654.93		1,102.80	4,444.08
Iowa Northern	780.00		180.00				260.43			
Keokuk & Western	9,700.00	11,960.91	3,826.11		300.00		1,325.66			
Mason City & Fort Dodge	6,129.98	2,720.08	1,496.73		207.65		706.04		246.12	
Minneapolis & St. Louis	34,833.70	20,006.48	9,729.79	15,993.57	3,629.01	14,287.42	5,376.10		1,222.01	
Omaha & St. Louis	8,504.44	9,945.47	149.95	647.11	97.50	2,021.70	7,804.20			
Prairie du Chien & McGregor	21,500.00						467.50			
Sioux City & Northern	16,500.15	14,766.90	3,308.04	2,562.11	618.95		3,753.67			
Sioux City & Pacific	5,203.06	5,560.46	1,325.38	2,867.60	669.11	983.44	7.00		1,518.58	
Tabor and Northern					5.00		80.63			
Union Pacific										
Wabash	53,499.38	43,902.28	28,380.02	277,846.60	71,612.27	124,462.72	24,707.81		48.19	
Winona & South-Western	2,018.87				6.86		179.57			
Miss. River R.R. & T. Bridge Co.										
Des Moines Union	1,921.62		586.77				75.40			
NARROW GAUGE ROADS.										
Burlington & Northwestern			4,378.03		136.54		383.62			
Burlington & Western			5,183.67		168.79		394.66			
Des Moines & Kansas City	1,800.00	2,280.00	225.00	315.00	750.00		1,147.23		625.00	
Total	\$ 2,653,790.59	\$ 1,214,412.55	\$ 372,544.94	\$ 2,118,910.34	\$ 849,547.25	\$ 449,106.38	\$ 890,321.16	\$ 4,078.89	\$ 199,973.54	\$ 135,126.27

*Includes clerks.

TABLE NO. XVII—GENERAL EXPENSES—CONTINUED.

RAILROADS.	Rents for tracks, yards and terminals.	Rents not otherwise provided for.	Legal expenses.	Stationery and printing.	Other General expenses.	TAXES.			Total.
						In Iowa.	In other states.	Total taxes.	
Ames & College.	18,910.00	4,492.27	9,123.25	34,109.17	1,767.70	108,231.58	10,520.98	118,752.56	369,945.04
Burlington, Cedar Rapids & Northern.		60.00	4.60	225.30	47.40	639.64		639.64	1,601.84
Albia & Centerville.					82,291.18	194,624.86	1,096,964.39	1,291,489.25	3,176,053.88
Chicago, Burlington & Quincy.			143,424.61	2,006.37		6,582.66	5,544.66	12,127.32	32,317.90
Chicago, Burlington & Kansas City.			2,731.03	8,091.91		7,699.37	33,029.31	40,698.68	188,613.96
Kansas City, St. Jo & Council Bluffs.			10,966.83	21,355.83		2,548.86	38,487.83	41,036.69	188,494.55
St. Louis, Keokuk & Northwestern.			5,038.20	84.99	394.60	3,049.59		1,263.01	13,108.21
Chicago, Ft. Madison & Des Moines.	416.50	854.03	84.99	3,049.59	394.60	1,763.84		1,763.84	9,172.30
Chicago, Iowa & Dakota.			353.30	422.21	390.28	221,997.23	836,322.70	1,058,319.93	3,078,694.26
Chicago, Milwaukee & St. Paul.	340,737.37	82,906.14	96,038.71	161,857.92	122,073.94	245,125.14	1,014,254.19	2,456,431.49	2,456,431.49
Chicago & Northwestern.	55,033.30		128,851.89	178,750.40	322,093.96	230,503.87	557,604.10	787,107.97	2,513,210.22
Chicago, Rock Island & Pacific.			129,115.34	138,503.36	20,519.43	48,565.74	59,434.26	108,000.00	1,004,723.68
Chicago, Great Western.	348,541.58		27,101.42	47,330.67		20,122.18	221,997.17	342,119.35	932,498.56
Chicago, St. Paul, Minneapolis & Omaha.	98,101.46	6,553.53	44,629.89	54,221.73		10,237.93	144,821.11	154,559.06	1,299,738.03
Chicago, Santa Fe & California.	627,920.51	9,298.27	62,654.53	40,961.01	44,586.08	1,942.25		1,942.25	3,738.15
Crooked Creek.					593.90	8,311.40		8,311.40	112,657.32
Des Moines Northern & Western.	70,973.96		734.50	3,622.75		80,926.06	2,870.94	82,797.90	323,494.86
Dubuque & Sioux City.	9,999.96		19,411.73	23,834.14	18,363.14	8,063.62		8,063.62	28,125.98
Humeston & Shenandoah.						44,066.35	14,510.24	58,565.59	232,393.83
Iowa Central.	19,368.75	3,610.94	5,080.40	15,893.81	9,937.02	562.17		562.17	1,782.90
Iowa Northern.						6,001.26	8,188.07	14,189.33	47,146.58
Keokuk & Western.	3,500.04	1,169.85	393.10	1,230.57	253.01	8,576.23		8,576.23	21,466.83
Mason City & Ft. Dodge.			158.53	1,225.47		8,551.10	48,599.05	64,191.05	265,506.57
Minneapolis & St. Louis.	62,554.38		16,895.42	13,942.27	2,551.28	8,538.65	16,738.22	25,276.87	85,175.27
Omaha & St. Louis.	11,340.68	1,123.14	7,275.14	2,393.97	17,098.75	1,110.35	1,232.85	2,343.20	23,300.35
Prairie du Chien & McGregor.						122.50		122.50	61,563.25
St. Louis & Northern.		166.64	2,491.70	4,196.87	4,083.77	8,291.78	672.87	8,964.65	47,196.99
St. Paul & Northern.	1,216.05		2,499.41	3,747.79		14,899.74	3,701.37	18,601.11	461.29
Tabor & Pacific.	5.00		162.30	65.10		113.26		113.26	
Union Pacific.						8,800.26	446,558.96	457,368.22	1,201,103.19
Wabash.			57,584.99	15,654.29	46,084.61				2,502.18
Winona & Southwestern.			248.69						
Mississippi River Railroad & Toll Bridge Co.									
Des Moines Union.			533.80	763.46		3,866.36		3,866.36	7,773.43
Des Moines & Western.			48.90			1,570.72		1,570.72	6,598.71
Burlington & Northwestern.			439.45			2,064.54		2,064.54	8,251.11
Burlington & Western.			2,556.00	875.00		3,082.40	500.77	4,183.17	27,837.86
Des Moines & Kansas City.					13,401.46				
Total.	\$1,608,619.54	\$110,241.81	\$778,655.66	\$777,427.63	\$707,534.41	\$1,343,305.73	\$4,408,642.25	\$5,751,448.03	\$17,785,738.97

REPORT OF RAILROAD COMMISSIONERS.

TABLE NO. XVIII—RECAPITULATION OF EXPENSES.

RAILROADS.	Maintenance of way and build- ings.	Maintenance of motive power and cars.	Conducting transportation.	General ex- penses, in- cluding taxes.	Total operat- ing expenses and taxes.	Operating ex- penses and taxes per mile of road oper- ated.		Operating ex- penses and taxes per train mile for trains earning revenue.
						Miles.	Ex- penses	
Ames & College	\$ 1,064,685.81	\$ 417,753.69	\$ 1,301,321.90	\$ 375,848.04	\$ 3,153,609.42	1,112.37	\$ 2,833.92	\$ 3,864,530
Burlington, Cedar Rapids & Northern	23,774.46	2,060.17	9,008.14	1,601.84	36,444.61	21.10	1,512.22	15,903
Albia & Centerville	4,721,021.17	3,758,356.23	11,428,452.00	3,170,053.88	23,061,843.28	5,666.21	4,154.60	24,123,040
Chicago, Burlington & Quincy	114,227.24	36,588.41	127,474.13	32,317.90	190,367.67	221.16	1,404.35	408,321
Kansas City, St. Louis & Council Bluffs	245,305.43	137,356.44	601,267.47	185,613.56	1,120,532.89	308.42	3,988.17	1,156,139
St. Louis, Keokuk & Northwestern	170,653.71	111,311.70	729,268.19	188,494.55	1,200,730.15	227.91	5,303.54	1,068,036
Chicago, Ft. Madison & Des Moines	12,193.89	3,319.03	21,740.40	13,108.21	48,369.53	71.00	689.62	97,630
Chicago, Iowa & Dakota	13,943.51	3,251.25	18,216.36	9,172.30	43,285.72	26.50	1,633.42	38,845
Chicago & Northwestern	5,004,162.78	3,694,799.93	10,938,985.01	3,078,694.26	22,716,551.98	5,724.13	3,968.58	23,236,121
Chicago, Rock Island & Pacific	4,353,206.94	3,890,235.92	12,070,118.17	2,466,431.49	22,405,992.22	4,273.70	5,220.13	25,287,375
Chicago Great Western	3,267,247.03	2,158,631.59	7,690,345.97	2,513,210.22	15,619,634.81	3,610.18	4,326.55	18,451,913
Chicago, St. Paul, Minneapolis & Omaha	670,487.97	465,441.24	2,213,410.20	1,004,723.68	4,354,113.18	922.45	4,720.16	4,354,363
Chicago, Santa Fe & California	1,858,319.77	954,345.80	2,925,711.52	9,624,088.53	6,070,875.65	1,481.61	4,502.45	5,765,283
Crooked Creek	610,026.87	854,413.56	2,464,567.08	1,299,738.08	5,227,745.61	515.27	10,145.64	4,712,010
Des Moines Northern & Western	8,569.30	1,100.82	5,764.94	3,738.15	19,073.21	23.27	819.60	310,299
Dubuque & Sioux City	74,277.60	27,017.55	104,201.94	112,057.32	317,554.41	149.00	2,131.23	2,070,014
Humeston & Shenandoah	466,516.93	258,719.01	788,123.23	323,494.80	1,816,854.93	500.59	3,028.49	163,890
Iowa Central	66,935.02	15,501.48	49,304.09	28,125.98	150,866.57	93.45	1,674.87	1,757,173
Iowa Northern	382,697.63	175,186.36	658,540.69	232,283.83	1,448,708.71	497.60	2,911.36	10,016
Keokuk & Western	13,537.55	1,166.64	4,802.58	1,762.90	21,269.67	6.93	3,072.09	300,291
Mason City & Ft. Dodge	83,850.20	44,779.49	106,562.49	47,148.58	282,340.76	147.97	1,908.78	300,291
Minneapolis & St. Louis	50,406.65	15,061.54	34,962.12	21,466.83	121,897.14	93.00	3,587.13	1,150,153
Omaha & St. Louis	322,709.10	192,371.25	538,311.63	285,506.57	1,318,886.55	367.70	3,587.13	1,150,153
Prairie du Chien & McGregor	69,804.68	80,682.73	292,417.97	85,175.27	528,090.65	145.00	3,641.94	524,966
St. Louis, Keokuk & Northwestern	1,500.00	17,946.81	17,946.81	23,240.35	42,847.16	2.00	21,232.64	157,575
Sioux City & Northern	32,609.04	119,050.56	219,078.40	61,562.25	249,892.89	97.28	2,562.63	362,246
Sioux City & Pacific	95,917.33	45,528.02	47,198.64	47,198.64	407,720.74	107.42	3,795.87	12,540
Tabor & Northern	4,986.10	457.26	3,940.36	481.29	9,945.01	8.79	123.53	12,540
Union Pacific	1,934,683.59	2,185,117.02	6,944,098.83	1,201,103.19	11,294,972.63	1,800.00	5,960.30	12,372,585
Winona & Southwestern	4,500.27	15,029.79	15,029.79	2,502.18	23,517.67	2.70	41,737.86	23,122
Mississippi River R. & T. B. Co.	18,501.20	5,247.52	81,170.11	7,778.43	117,692.26	42.50	896.28	141,563
NARROW GAUGE ROADS.								151,314
Burlington & Northwestern	22,522.82	1,356.01	16,653.51	6,526.71	47,050.95	62.50	896.28	2,035,000
Burlington & Western	39,344.46	10,342.16	37,984.70	9,281.11	88,022.52	104.20	824.58	141,563
Des Moines & Kansas City	39,640.67	15,119.20	28,755.73	27,867.86	111,375.46	112.00	964.40	151,314
Total	\$ 25,890,142.70	\$ 19,083,774.30	\$ 61,746,617.42	\$ 17,774,704.22	\$ 124,500,238.71	28,573.41		132,129,538

*Including \$13,999.98 rentals.

TABLE No. XIX.—RECAPITULATION OF EXPENSES—CONTINUED.

RAILROADS.	Proportion of operating ex- penses for Iowa.	Expenses of running and management of passenger trains.	Expenses of running and management of freight trains.	Expenses of running and management of freight trains per train mile.	Expenses of running and management of all trains earning revenue.	Percentage of expenses to earnings.
Ames & College.....	2,968,274.24	987,765.72	2,173,091.56	84615	3,130,857.28	75.62
Burlington, Cedar Rapids & Northern	36,444.61	1,912.93	5,738.79	.64	7,651.72	111.72
Albia & Centerville.....	4,896,097.78					68.71
Chicago, Burlington & Quincy.....	164,756.04				28,152.43	85.80
Chicago, Burlington & Kansas City.....	137,596.13				133,930.24	68.49
Kansas City, St. Jo. & Council Bluffs.....	78,448.93				115,961.76	68.40
St. Louis, Keokuk & Northwestern.....	43,963.53					
Chicago, Ft. Madison & Des Moines.....	43,285.72	10,821.43	32,464.29	1.114	43,285.72	100.38
Chicago, Iowa & Dakota.....	6,133,496.05	6,868,966.20	15,437,006.02	.91735	22,305,992.22	63.32
Chicago, Milwaukee & St. Paul.....	6,071,640.69	5,498,159.66	9,324,367.18	.81139	14,822,526.84	72.17
Chicago & Rock Island & Pacific.....	4,666,989.39	1,200,761.54	3,045,351.64	1.03990	4,246,113.18	84.40
Chicago Great Western.....	1,075,935.54					72.58
Chicago, St. Paul, Minneapolis & Omaha.....	464,900.03	1,450,979.36	3,767,796.23	1.17756	5,227,745.01	76.43
Chicago, Santa Fe & California.....	227,890.64		19,072.21		10,073.21	188.00
Crooked Creek.....	19,073.21					78.30
Des Moines, Northern & Western.....	317,554.41					71.30
Dubuque & Sioux City.....	1,781,186.74					11.42
Humeston & Shenandoah.....	1,125,737.70	126,053.13	478,760.34	.39	604,813.47	71.04
Iowa Central.....	21,290.67					99.01
Iowa Northern.....	142,761.55	178,883.43	105,457.33	1.0958	293,340.76	89.00
Keokuk & Western.....	121,897.14	55,370.20	58,041.71	1.1972	118,320.91	80.95
Mason City & Ft. Dodge.....	156,170.46					80.42
Minneapolis & St. Louis.....	242,917.10	75,006.63	436,290.80	1.04613	511,297.43	54.03
Omaha & St. Louis.....						64.00
Prairie du Chien & McGregor.....	200,581.07	47,876.36	71,174.22	1.02	119,050.58	60.24
Sioux City & Northern.....	306,429.97	204,245.06	203,475.68	1.335	407,720.74	74.57
Sioux City & Pacific.....						87.40
Tabor & Northern.....						
Union Pacific.....						
Wabash.....	285,630.06	3,099,549.32	7,748,055.09	1.0239	10,807,604.41	76.00
Winona & Southwestern.....						
Mississippi River Railroad & Toll Bridge Co.						
Des Moines Union.....	140,292.26					
NARROW GAUGE ROADS.						
Burlington & Northwestern.....						70.24
Burlington & Western.....						110.00
Des Moines & Kansas City.....	106,513.18					91.00
Total.....	27,965,205.03	19,743,279.99	42,906,114.09		62,928,438.51	

REPORT OF RAILROAD COMMISSIONERS.

TABLE No. XX—GENERAL EXHIBIT.

RAILROADS.	Total income.	Total expenses including taxes.	Net income.	Rents paid.	INTEREST.						Paid on floating debt.
					Accrued during the year.	Paid during the year.	Paid during the year on account of the road in Iowa.	On funded debt.	Paid on funded debt.	On floating debt.	
Ames & College	6,138.41	4,508.72	1,539.69	18,910.00	800,680.00	800,680.00	667,892.50	800,680.00	800,680.00		
Bur. O. R. & N.	4,352,706.36	3,302,479.23	1,030,479.13		6,444,121.83	6,301,290.33		6,301,290.33	6,301,290.33		
Abbia & Centerville	32,619.20	36,444.61	*1,825.39		6,301,290.33	40,258.61		6,301,290.33	40,258.61		
Chl. Bur. & Quincy	34,966,300.65	23,083,843.28	11,312,468.37	340,316.80	382,370.15	382,370.15	40,258.61	382,370.15	382,370.15		
Chl. B. & K. C.	361,750.53	310,587.67	51,172.86	25,070.10	425,938.13	374,708.13		425,938.13	374,708.13		
K. C. St. J. & O. R.	2,116,893.56	1,250,032.80	866,860.77	167,931.57	45,373.00	18,750.00		45,373.00			
St. L. R. & N. O.	1,737,266.28	1,208,730.15	528,536.13	416.50	23,820.00	7,100,077.54		23,820.00	7,100,077.54		
St. L. R. & D. M.	57,007.36	48,063.53	9,943.83		7,063,215.71	6,193,291.50		7,063,215.71	6,193,291.50		
Chl. Ia. & Dakota	43,159.40	22,716,651.98	11,486,946.56		6,193,291.50	1,085,780.95		6,193,291.50	1,085,780.95		
Chl. M. & St. P.	34,938,268.80	22,303,862.22	11,183,748.61		3,054,425.00	3,054,425.00		3,054,425.00	3,054,425.00		
Chl. N. W.	23,498,740.83	15,619,634.81	6,024,070.00	815,341.58	639,480.27	370,910.38		639,480.27	370,910.38		
Chl. R. I. & P.	21,042,710.70	4,554,113.18	671,237.52	16,301.15	1,450,416.00	448,503.25		1,450,416.00	448,503.25		
Chl. Great Western	5,025,410.70	6,572,774.19	2,618,046.07	98,101.46	901,480.00	901,480.00		901,480.00	901,480.00		
Chl. St. P. M. & O.	9,190,620.28	6,572,774.19	2,618,046.07		105,146.66	50,401.00		105,146.66	50,401.00		
Chl. Santa Fe & O.	6,655,129.53	5,227,745.61	*9,321.72		545,070.00	545,070.00		545,070.00	545,070.00		
Crooked Creek	10,151.49	19,073.21	86,035.88		187,880.00	187,880.00		187,880.00	187,880.00		
Des M., N. & W.	405,360.29	317,554.41	708,467.35	113,370.00	328,442.20	327,367.20		327,367.20	317,025.00		
Dubuque & S. O.	2,584,321.38	1,815,854.03	*16,127.12	9,969.98	3,000.00	3,000.00		3,000.00	3,000.00		
Humeston & S.	143,739.49	159,866.61	508,167.48	35,490.00	12,353.34	12,353.34		12,353.34	12,353.34		
Iowa Central	1,036,576.19	1,448,708.71	211.89		82,800.00	82,800.00		82,800.00	82,800.00		
Iowa Northern	21,501.56	21,289.67	122,308.46		698,859.02	1,185,331.23		698,859.02	1,012,375.00		
Keokuk & West m	403,640.22	282,340.76	18,602.83	11,340.68	70,475.00	16,090.00		70,475.00	15,090.00		
Mason City & Ft. D.	140,699.97	121,897.14	780,502.60		96,000.00	96,000.00		96,000.00	96,000.00		
Minn. & St. L.	2,099,491.15	1,318,988.55	780,502.60		195,379.00	96,570.00		195,379.00	96,570.00		
Omaha & St. L.	660,749.23	528,080.65	182,668.58		3,404.00	1,254.70		3,404.00	1,254.70		
P. du Chien & McG.	64,030.50	42,647.16	21,383.34	75,000.00	96,000.00	96,000.00		96,000.00	96,000.00		
St. Louis City & N.	416,765.21	420,292.89	*3,529.68		2,714,705.00	2,714,705.00		2,714,705.00	2,714,705.00		
St. Louis O. & Pacific	553,170.07	407,720.74	145,449.33	5.00	127,085.00	127,085.00		127,085.00	127,085.00		
Tabor & Northern	10,894.57	9,545.01	1,349.56								
Union Pacific			3,275,245.55	313,010.33	2,714,705.00	2,714,705.00		2,714,705.00	2,714,705.00		
Wabash	14,540,268.18	11,264,972.63	3,275,245.55								
Winona S. W.	162,475.39	115,443.03	47,032.36								
M. R. R. & T. B. Co.											
Des Moines Union	140,292.26	140,292.26									
NARROW GAUGE R.											
Burlington & N. W.	66,068.67	47,039.95	10,938.72	4,672.00	16,400.00	2,228.10		16,400.00			
Bur. & Western	75,758.37	85,922.82	*10,164.15		39,984.00	5,014.74					
Des M. & K. O.	117,743.64	111,373.46	6,370.18								
Total	\$178,078,381.05	\$194,744,549.14	\$53,376,565.18	\$2,052,022.13	\$2,052,022.13	\$2,052,022.13	\$2,052,022.13	\$2,052,022.13	\$2,052,022.13	\$2,052,022.13	\$2,052,022.13

* Deficit. † Premium on 5 per cent bonds purchased for sinking fund.

COMPILATION OF RETURNS.

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TABLE NO. XXI—GENERAL EXHIBIT—CONTINUED.

RAILROADS.	DIVIDENDS.		INTEREST.		Floating debt liquidated during the year.	Balance for the year.	Deficit for the year.	Balance at commencement of year.	Deficit at commencement of year.	Balance at close of year ending June 30, 1893.	Deficit at close of year ending June 30, 1893.
	Rate.	Amount.	Falling due during the year and not paid.	Defaulted in preceding years and paid in this.							
Ames & College.....	1.5	82,500.00			194,785.67	147,299.13		1,152,019.35		1,299,318.48	
Burlington, Cedar Rapids & N. Albion & Centerville.....	5.0	3,820,221.25				850,028.99	3,825.32	10,501,008.95	3,024.08	11,351,097.94	6,619.40
Chicago, Burlington & Quincy.....	6.9	863,160.80			256,561.81	105,950.62	4,859.55	1,833,251.74	54,373.13	1,939,203.36	50,239.69
Kas. City, St. Jo. & Council Bluffs.....	1.35	73,583.30				57,070.39		222,893.33		165,222.94	
St. L. Keokuk & Northwest n. Chl., Ft. Madison & Des Moines.....			26,035.00				24,692.58	21,836.16	26,244.17		51,906.75
Chicago, Iowa & Dakota.....	4.7	3,589,665.64				615,090.25		5,869,208.80		6,487,899.05	
Chicago, Milwaukee & St. Paul.....	6.7	3,906,561.50			53,777.22	880,247.93		7,153,563.35		7,820,941.32	
Chicago & Northwestern.....	4.0	1,846,232.00				307,351.51		83,049.28		224,807.23	
Chicago, Rock Island & Pacific.....			8,070.00			15,513.10				15,513.10	
Chicago Great Western.....	7.0	787,976.00				380,142.92		8,058,139.92	2,094,572.88	1,765,125.54	2,022,705.78
Chl., St. Paul, Minn. & Omaha.....						71,867.10	8,921.72				8,921.72
Chicago, Santa Fe & California.....							193,144.61				193,144.61
Crooked Creek.....	1.25	99,995.50	1,085.00			10,032.35	16,127.05				
Des Moines, Northern & West'n.....							2,785.11				
Dubuque & Sioux City.....								83,905.47		93,837.82	
Hampton & Shenandoah.....								33,053.41		16,926.33	
Iowa Central.....								60,384.90		136,901.46	
Iowa Northern.....		*17.00							519.03		3,307.14
Keokuk & Western.....	2.0	80,000.00			10,000.00	9,065.85		45,305.90		44,371.25	
Mason City & Ft. Dodge.....			82,800.00				64,197.17				465,661.72
Minneapolis & St. Louis.....		434,445.00	860,680.00				61,372.68		567,496.20		638,868.97
Omaha & St. Louis.....		54,385.00			3,856.52	62,193.58		138,744.64		201,938.22	
Prairie du Chien & McGregor.....	21.38	21,383.34									
Sioux City & Northern.....						96,585.30	3,529.68	100,114.98		1,514,048.05	1,575,807.90
Sioux City & Pacific.....	7.0	11,830.00	99,349.50				61,759.87				6,425.31
Tabor & Northern.....			2,912.33		15,900.00		799.74		5,625.57		
Union Pacific.....				250.60						96,585.30	
Wabash.....											
Winona & Southwestern.....		210,000.00				37,580.22		146,700.55		37,580.22	143,710.98
Miss. River R. R. & T. B. Co.....							80,062.64				
Des Moines Union.....											
NARROW GAUGE ROADS.											
Burlington & Northwestern.....											
Burlington & Western.....											
Des Moines & Kansas City.....											
Total.....		\$14,893,125.53	\$700,671.50	\$860,930.60	\$464,981.22	\$3,758,961.23	\$584,575.02	\$35,431,213.45	\$55,292,769.29	\$31,725,459.17	\$65,673,778.23

*Balance for 1892.

REPORT OF RAILROAD COMMISSIONERS.

TABLE No. XXII.—GENERAL RECAPITULATION.

RAILROADS.	Total Income.	Total operating expenses and taxes.	Net income above operating expenses and taxes.	Net income above operating expenses, taxes and rental.	GROSS INCOME PER TRAIN MILE RUN.		NET INCOME PER TRAIN MILE RUN.		Percentage of net income to stock and debt.	Percentage of net income to cost of road and equipment.
					Miles run.	Income per train mile run.	Miles run.	Income per train mile run.		
Ames & College.	6,138.41	4,508.72	1,530.69	539.69	3,804,530	1.1382	3,804,530	38.10	1.05	4.14
Burlington, Cedar Rapids & N.	4,332,706.36	3,244,660.42	1,088,006.91	1,039,006.94	15,903	2.05	15,903	45.00	8.02	8.15
Albia & Centerville.	32,619.29	30,444.61	*3,825.32		24,123,090	1.43	24,123,090	45.00	5.49	5.50
Chicago, Burlington & Quincy.	34,390,369.65	23,083,843.28	11,312,466.37	10,972,149.57	408,321	8859	408,321	12.55	0.56	0.57
Chicago, Burlington & Kansas C.	361,759.53	310,587.67	51,171.86	44,399.00	1,136,139	1.8307	1,136,139	76.68	7.38	6.74
Kansas City, St. Jo. & Council B.	2,116,593.56	1,390,032.89	886,560.67	861,490.57	1,068,036	1.6346	1,068,036	100.52	4.01	4.01
St. Louis, Keokuk & Northwest	1,767,266.26	1,298,730.15	538,536.11	390,604.54	97,650	5869	97,650	108.74		
Chicago, Ft. Madison & Des Moines	57,497.36	48,930.55	8,566.83	8,533.83	44,270	.974	44,270			
Chicago, Iowa & Dakota.	43,120.40	43,285.72	*165.32		23,236,121	1.472	23,236,121	49.43	5.67	5.88
Chicago, Milwaukee & St. Paul.	34,203,568.86	25,716,651.92	11,486,946.88	11,486,946.88	25,287,375	1.3244	25,287,375	44.23	6.09	6.07
Chicago & Northwestern.	33,489,740.83	22,305,992.22	11,183,748.61	4,786,899.43	18,451,913	1.1110	18,451,913	28.23	4.88	5.04
Chicago, Rock Island & Pacific	21,643,704.90	15,619,684.81	6,024,020.09	5,208,723.51	4,354,363	1.1541	4,354,363	15.42	1.31	1.36
Chicago Great Western.	5,025,410.70	4,354,113.18	671,297.52	654,993.37	5,705,283	1.5947	5,705,283	43.71	4.31	4.36
Chicago, St. P., Minneapolis & O.	9,196,820.26	6,573,774.19	2,618,046.07	2,519,044.61	4,712,910	1.45	4,712,910	34.10	4.25	4.43
Chicago, Santa Fe & California	6,835,129.85	5,227,745.61	1,607,384.24	1,607,384.24	340,719	1.9004	340,719	25.84	1.27	1.31
Crooked Creek.	10,151.40	10,073.21	*8,021.72		2,368,895	1.0010	2,368,895	32.52	4.30	4.50
Des Moines, Northern & Western.	405,590.29	317,554.41	88,035.88	88,035.88	1,757,173	1.11	1,757,173	29.00	2.49	2.50
Dubuque & Sioux City	2,584,321.38	1,815,854.03	768,467.35	110,027.35	10,016	2.1467	10,016	40.73	2.92	
Humboldt & Shenandoah	143,739.49	159,806.61	*16,127.12		300,291	1.3475	300,291	18.30	.80	.77
Iowa Central.	1,956,875.19	1,448,708.71	508,167.48	472,707.48	101,657	1.2825	101,657	68.00		
Iowa Northern.	21,501.56	21,289.67	211.89	211.89	524,986	1.2586	524,986	25.27	1.78	1.75
Keokuk & Western.	404,649.22	282,340.76	122,308.46	122,308.46	157,535	2.6165	157,535	58.60	9.05	9.73
Mason City & Fort Dodge.	140,490.97	121,897.14	18,602.83	18,602.83	392,246	1.5271	392,246	40.15	2.73	2.63
Minneapolis & St. Louis.	2,690,491.15	1,318,988.55	780,502.60	780,502.60	12,240	.8066	12,240	101.10	1.50	1.81
Omaha & St. Louis.	600,749.23	598,080.65	132,668.58	132,668.58	12,372,585	1.1493	12,372,585	23.86	2.45	2.45
Omaha & St. Louis.	64,030.50	42,467.16	21,563.34	21,563.34						
Farlie du Chien & McGregor	249,292.89	249,292.89	167,470.22	92,470.32						
Sioux City & Northern	416,763.21	407,520.74	145,449.23	145,449.23						
Sioux City & Pacific	553,170.07	407,520.74	145,449.23	145,449.23						
Tabor & Northern	10,804.57	9,545.01	1,349.56	1,349.56						
Union Pacific.										
Wabash.	14,540,268.18	11,264,972.63	3,275,295.55	2,962,285.22						
Winona & Southwestern	162,475.20	115,443.03	47,032.36	47,032.36						
Mississippi River R. R. & T. R. Co.										
Des Moines Union.	140,292.26	140,292.26								
SAKAWAUGE ROADS.										
Burlington & Northwestern	66,998.67	47,059.95	19,938.72	15,266.72						
Burlington & Western	75,788.37	84,922.52	*10,164.15							
Des Moines and Kansas City.	117,743.64	111,373.46	6,370.18	6,370.18						
Totals	\$178,078,381.05	\$124,510,021.37	\$53,601,563.31	\$43,655,309.35	131,979,785					

* Debit.

COMPILATION OF RETURNS.

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TABLE NO. XXIII—CURRENT ASSETS AND LIABILITIES.
CASH AND CURRENT ASSETS AVAILABLE FOR PAYMENT OF CURRENT LIABILITIES.

RAILROADS.	Cash.	Bills receivable.	Due from agents.	Net traffic balances due from other companies.	Due from solvent companies and from individuals.	Other cash assets, excluding materials and supplies.	Balance current liabilities.	Total.
Ames & College.....	204,637.51	19,391.65	130.88	29,401.24	34,519.17	630.00	273,311.88	661,891.65
Burlington, Cedar Rapids & Northern.....	1,034.03	205,976.43	130.30	5,276.20	352.19	748,162.64	6,612.51	13,403.90
Albia & Centerville.....	2,720,516.41	48,997.83	1,008.28	.....	2,360,706.90	.....	1,040,660.52	6,165,782.73
Chicago, Burlington & Kansas City.....	237,098.47	2,500.00	29,127.06	.....	10,779.03	.....	193,481.50	1,101,445.66
Kansas City, St. Joe & Council Bluffs.....	93,253.99	2,250.00	15,571.07	.....	135,462.05	.....	130,695.00	498,500.17
St. Louis, Keokuk & Northwestern.....	11,763.79	6,250.00	731.16	348.83	75,112.57	32,651.53	11,983.01	349,544.16
Chicago, Ft. Madison & Des Moines.....	685.52	706,023.72	394,568.27	95,774.33	845.24	1,984.70	24,062.58	33,786.19
Chicago, Iowa & Dakota.....	2,662,313.67	265,664.32	1,497,501.83	87,318.09	245,788.88	9,067,190.18	13,122,165.05	23,441,017.93
Chicago, Milwaukee & St. Paul.....	819,303.52	56,149.36	672,665.38	.....	109,753.62	234,621.06	3,521,235.94	1,700,457.58
Chicago & Northwestern.....	275,750.41	21,930.34	98,628.59	.....	8,843.35	1,687,325.50	2,335,416.99	2,034,019.77
Chicago, Rock Island & Pacific.....	380,054.71	692.26	235,137.36	.....	79,410.19	48,192.99	5,244,064.56	6,244,064.56
Chicago Great Western.....	649,142.69	.....	94.75	14.19	1,090,555.07	.....	8,921.72	11,707.10
Chicago, St. Paul, Minneapolis & Omaha.....	.....	.....	1,403.29	8,460.35	54,791.66	243.82	186,575.16	253,707.59
Chicago, Santa Fe & California.....	2,477.13	22,730.00	609.64	2,821.26	94,529.75	.....	102,996.54	125,970.36
Crooked Creek.....	5,323.77	.....	20,307.08	.....	95,119.79	.....	3,704.28	106,968.70
Dubuque & Sioux City.....	73,627.48	.....	1,083.37	.....	9,635.21	.....	479,698.12	677,692.47
Humeston & Shenandoah.....	29,876.71	650.65	6,104.21	1,279.95	1,051.25	4,337.53	3,307.14	3,307.14
Iowa Central.....	390,762.67	11,745.11	48,453.70	24,741.32	220,418.59	881,741.09	586,107.68	602,284.01
Iowa Northern.....	11,745.11	.....	4,431.69	.....	17,846.84	.....	777,672.97	2,269,049.02
Keokuk & Western.....	4,958.30	.....	23,048.79	16,151.68	35,002.56	112,500.00	74,675.16	133,440.12
Mason City & Ft. Dodge.....	86,109.89	126.00	77,195.31	4,593.00	.....	.....	193,661.33	167,898.20
Minneapolis & St. Louis.....	611.19	.....	106,618.14	354.00	480,312.44	85.50	24,135.09	25,311.78
Omaha & St. Louis.....	.....	.....	.....	.....	.....	1,051,562.84	120,688.92	2,690,255.94
Prairie du Chien & McGregor.....	.....	.....	.....	.....	.....	.....	.....	.....
Sioux City & Northern.....	.....	.....	.....	.....	.....	.....	.....	.....
Sioux City & Pacific.....	.....	.....	.....	.....	.....	.....	.....	.....
Tabor & Northern.....	.....	.....	.....	.....	.....	.....	.....	.....
Union Pacific.....	.....	.....	.....	.....	.....	.....	.....	.....
Wabash.....	.....	.....	.....	.....	.....	.....	.....	.....
Winona & Southwestern.....	.....	.....	.....	.....	.....	.....	.....	.....
Mississippi River Railroad & Toll Bridge Co.	3,012.63	22,545.28	.....	.....	.....	.....	.....	25,557.91
Des Moines Union.....	.....	.....	.....	.....	.....	.....	.....	.....
NARROW GAUGE ROADS.	.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Northwestern.....	2,102.20	1,172.10	3,670.23	3,670.23	73,203.21	.....	119,692.16	199,839.90
Burlington & Western.....	8,597.81	50.00	1,066.89	1,156.24	2,104.45	.....	438,208.30	451,181.69
Des Moines & Kansas City.....	.....	.....	1,988.74	204.44	33,332.91	.....	705,340.01	740,866.10
Total.....	\$ 9,669,874.12	\$ 1,332,128.87	\$ 3,309,347.69	\$ 281,565.44	\$ 5,454,149.28	\$ 14,109,700.62	\$ 14,140,432.26	\$ 48,297,195.28

TABLE NO. XXIV—CURRENT ASSETS AND LIABILITIES—CONTINUED.
CURRENT LIABILITIES ACCRUED TO AND INCLUDING JUNE 30, 1893.

RAILROADS.	Loans and bills payable.	Audited vouchers and accounts.	Wages and salaries.	Net traffic balances due other companies.	Dividends not called for.	Matured interest coupons unpaid.	Rents due July 1st.	Miscellaneous.	Balance cash assets.	Total.	Materials and supplies on hand.
Ames & College.	12,919.28	349,911.87	307,400.50							501,591.65	
Burlington, Cedar R. & N.		12,356.65	1,112.35							12,468.99	
Albia & Centerville.		1,575,368.65	161,540.12	500,010.75	54.25	1,439,444.00		12,610.10	1,315,495.65	6,166,782.73	1,764,211.23
Chi., Burlington & Q.	1,160,689.02	820,689.00	10,374.73	9,770.80		221,400.00	504.40			1,101,445.00	
Chi., Bur. & Kan. City.		74,486.79	62,783.97	18,025.91		175,025.91				498,500.17	108,991.94
K. C. St. Jo. & Co. B.	168,237.50	221,745.98	57,746.16	70,040.02						340,544.16	
St. L. Keo. & Northw'n		1,367.52	3,149.08	1,629.19		26,325.00	300.00			33,300.74	
Chi., Ft. Mad. & Des M.			1,325.50	440.65		23,820.00				25,786.15	
Chi., Iowa & Dakota.	3,255,000.00	1,058,330.53	1,006,918.96		37,819.64	3,346,104.08			3,818,087.26	13,122,165.05	2,631,665.99
Chi., Milwaukee & St. P.		992,929.19	1,253,381.64	222,976.48	50,903.50	285,409.02	6,000.00		159,318.10	2,941,017.93	2,039,103.94
Chi. & Northwestern.	2,597,651.79	863,381.06	60,362.49							3,521,395.34	1,772,923.20
Chi., Rock Island & Pac.		9,217.25	3,769.85			125.00				1,700,437.58	
Chi., St. Paul & Kan. C.		547,320.94	288,421.80	24,387.33		78,648.75			527,670.13	2,255,416.99	138,718.58
Chi., Great Western.	676,618.59	494,347.28	259,880.76	35,058.55	384,631.50	73,466.75	7,501.19		750,133.74	2,024,010.77	1,036,632.83
Chi., St. P., Minn. & Oma.										11,707.10	
Chi., Santa Fe & Califor'n	5,244,064.56									253,707.59	2,403.97
Crooked Creek.		34,917.82		9,812.19		51,140.58		20,881.00		125,976.36	
Des M., North'n & Wes'n	136,949.91	101,314.31	6,973.35		703.55	23,002.50				109,988.70	16,323.14
Dubuque & Sioux City.		6,075.35				93,940.00				677,692.47	148,122.06
Huronston & Shenandoah		124,014.71	56,353.31	8,172.09		16,450.00	1,260.00			3,307.14	500.00
Iowa Central.	470,634.71										
Iowa Northern.		10,579.91	14,136.47								
Keokuk & Western.		15,169.24	4,244.34	3,180.03		570,600.00				602,284.01	25,692.34
Mason City & Ft. Dodge.		42,504.80	73,895.10			1,736,360.00		50.00		9,749.92	
Minneapolis & St. Louis.		45,151.58	22,973.44			65,215.00		368,199.03		2,289,049.02	148,801.00
Omaha & St. Louis.	100.00									133,440.12	17,510.31
Pra. du Chien & McGreg.		37,129.18	24,689.23	26,536.12						51,907.11	
Sioux City & Northern.		19,103.67	47,533.44			51,240.00				167,808.20	82,064.83
Sioux City & Pacific.	16,327.23		280.55	304.00		8,400.00				25,311.78	
Tabor & Northern.											
Union Pacific.		854,165.61	538,642.98	424,368.29		358,884.00		276,825.75		2,600,255.94	865,941.02
Wabash.	247,641.31										
Winona & Southwestern											
Miss. Riv. Ed. & T. B. Co.											
Des Moines Union.	12,702.58		7,309.96						5,455.37	25,557.91	15,441.91
NARROW GAUGE ROADS.											
Burlington & Northw'n	29,037.10	9,979.34	178.05	104.13		108,704.00		836.08		199,520.00	7,368.30
Burlington & Western.	105,421.50	5,309.45	575.45			339,850.00		25.29		451,181.00	
Des Moines & Kansas C.	666,010.55	6,760.55	5,599.55						35,536.09	740,866.10	1,286.71
Total.	\$15,030,274.03	\$4,574,028.68	\$1,357,315.02	\$481,572.44	\$489,151,088.26	\$15,623,550.82	\$2,532,749.28	\$6,738,929.45	\$648,297,106.28	\$10,557,722.29	

TABLE No. XXV—SURPLUS.

RAILROADS.	Surplus at com-		Surplus at close	of year.	Amount in rail-		Amount of its	Amount ab-	Amount in ma-	Amount in rail-
	ment of year.	ment of year.			road stocks.	road bonds.				
Ames & College.....	\$ 1,152,019.35	\$ 1,299,318.48	\$ 1,735,000.00	\$ 630.00	\$ 655,881.99	\$ 298,542.29				
Burlington, Cedar Rapids & Northern	22,592,098.28	25,303,582.31								
Albia & Centerville.....	1,833,251.74	1,939,202.38	21,000.00							
Chicago, Burlington & Quincy	222,993.33	185,222.94								
Chicago, Burlington & Kansas City	21,868.16									
St. Louis, Keokuk & Northwestern										
Chicago, Ft. Madison & Des Moines.....	5,869,208.80	6,487,899.05	8,828,770.00							
Chicago, Iowa & Dakota.....	7,163,563.35	7,820,341.32	252,500.00							
Chicago, Milwaukee & St. Paul.....	8,058,139.92	15,513.10	40,000.00							
Chicago & Northwestern.....		1,765,125.54	109,700.00							
Chicago, Rock Island & Pacific.....										
Chicago Great Western.....										
Chicago, St. Paul, Minneapolis & Omaha										
Chicago, Santa Fe & California.....										
Crooked Creek.....										
Des Moines, Northern & Western.....										
Dubuque & Sioux City.....	83,905.47	59,384.46	5.80							
Humeston & Suenandoah.....	33,053.41	16,928.33								
Iowa Central.....	60,334.90	136,991.46								
Iowa Northern.....										
Keokuk & Western.....	45,305.90	44,371.25								
Mason City & Ft. Dodge.....										
Minneapolis & St. Louis.....										
Omaha & St. Louis.....	139,744.64	201,038.22								
Prairie du Chien & McGregor.....	100,114.98	96,585.80								
Sioux City & Northern.....										
Sioux City & Pacific.....										
Tabor & Northern.....										
Union Pacific.....										
Winning & Northwestern.....	146,700.55	37,580.22								
Mississippi River R. & T. B. Co.....										
Des Moines Union.....										
NARROW GAUGE ROADS.										
Burlington & Northwestern.....										
Burlington & Western.....	21,085.43	27,405.01								
Des Moines & Kansas City.....										
Total.....	\$ 47,537,218.21	\$ 45,416,987.95	\$ 16,199,468.57	\$ 21,872,028.64	\$ 7,061,173.46	\$ 2,757,940.66	\$ 33,024,535.00			

TABLE No. XXVI—MILEAGE.

RAILROADS.	Miles—main line.	Main line— Iowa.	Double track— Iowa.	Double track in Iowa.	Branches owned.	Branches owned in Iowa.	Total road owned.	Total road owned in Iowa.	Sidings and other tracks not before enumerated.	Sidings and other tracks not before enumerated— in Iowa.	RAILS IN IOWA EXCLUSIVE OF SIDINGS.		WEIGHT PER YARD.		Gauge.	
											Steel.	Iron.	Steel.	Iron.		
Ames & College	1.98															
Burlington, Cedar Rapids & N.	253.21	240.61			204.34	717.00	1,134.29	548.54	151.21	133.38	901.01	56.64	58	52	4.8%	
Albia & Centerville	24.10	24.10					24.10	24.10	1.02	1.02	8.50	18.60	60	60	54.4	8%
Chicago, Burlington & Quincy	830.00	278.83	204.70	83.93	4,576.17	471.39	5,407.16	750.22	229.57	229.57	560.82	189.40	70	70	4.8%	
Chicago, Burlington & Kansas C.	190.00	77.64					180.00	77.64			77.64		56	56	4.8%	
Kansas City, St. Jo. & Council Bl.	193.23	49.65	1.96		122.28	1.96	315.51	51.82	68.13	9.36	63.09	7.34	60	60	51.4	8%
St. Louis, Keokuk & Northwestern	128.36	2.90			48.50	48.50	176.95	51.82			13.36	38.22	56	56	48.4	8%
Chicago, Ft. Madison & Des Moines.	71.00	71.00					71.00	71.00	7.50	7.50	71.00		63	63	4.8%	
Chicago, Iowa & Dakota	26.50	26.50					26.50	26.50	3.00	3.00	26.50		70	60	4.8%	
Chicago, Milwaukee & St. Paul	5,724.13	1,553.25	200.90	4.01			5,724.13	1,553.25	1,232.67	299.37	3,322.26	220.99	70	60	4.8%	
Chicago & Northwestern	491.00	353.12	360.56	38.54	2,503.00	810.00	3,084.00	1,165.12	1,103.18	270.14	2,817.43	251.13	65	55	4.8%	
Chicago, Rock Island & Pacific	498.81	316.83	185.37	4.03	2,381.03	442.80	2,870.84	1,065.59	640.45	178.30	638.77	120.86	63	56	4.8%	
Chicago, St. Paul & Kansas City	480.81	371.00	4.40		125.83	94.43	815.67	465.43	136.07	66.24	462.88	2.55	58	50	4.8%	
Chicago Great Western	23.00						23.00		3.46						4.8%	
Chicago, St. Paul, Minneapolis & O.	882.31	57.11	23.70		518.83	17.44	1,401.14	74.55	380.56	23.08	56.17	18.38	65	54	4.8%	
Chicago, Santa Fe & California	439.94	191.86	3.17		52.40	52.40	4,022.34	19.86	185.83	37.50	19.86		70	55	4.8%	
Greene & Oregon	123.27	23.27					23.27	23.27	1.00	1.00	18.07	5.02	50	50	55.4	8%
Des Moines Northern & Western	149.00	149.00					149.00	149.00	8.47	8.47			60	66	4.8%	
Dubuque & Sioux City	95.45	95.45					95.45	95.45	8.70	8.70	441.52	56.14	57	57	56.4	8%
Humboldt & Shenandoah	373.26	284.60			129.64	129.64	502.91	414.24	78.63	62.88	294.04	120.21	60	60	56.4	8%
Iowa Central	5.93	5.93			1.00	1.00	6.93	5.93	1.00	1.00	5.00	1.93	60	60	56.4	8%
Keokuk & Western	142.80	73.08					142.80	73.08	28.82	14.30	73.08		60	40	4.8%	
Mason City & Ft. Dodge	88.40	88.40			3.60	3.60	92.00	92.00	6.16	6.16	88.40	3.60	56	40	4.8%	
Minneapolis & St. Louis	260.00	135.80			95.00		368.10	137.60	12.50	13.70	67.00		56	40	4.8%	
Omaha & St. Louis	145.00	67.00					145.00	67.00	22.70	13.70	67.00		56	40	4.8%	
Prairie du Chien & McGregor	2.00	2.00					2.00	2.00	13.47	9.78	77.00		60	60	4.8%	
Sioux City & Northern	96.00	77.00					96.00	77.00	13.47	9.78	77.00		60	60	4.8%	
Sioux City & Pacific	107.42	80.47					107.42	80.47	24.72	24.72	70.67	80	60	56.4	8%	
Tabor & Northern	8.79	8.79					8.79	8.79			1.00	7.79	45	35	4.8%	
Union Pacific		2.00							10.00	10.00					4.8%	
Wabash	1,504.00	110.10					1,504.00	110.10	341.20	12.90	43.80		63	63	4.8%	
Winona & Southwestern	114.41	23.41			66.80	66.80	114.41	23.41	13.06	2.76	23.41		60	60	4.8%	
Mississippi River R. R. & T. B. Co.		10							10	10.00			71	71	4.8%	
Des Moines Union	2.70															
Burlington & Missouri River																
NARROW GAUGE RAILS.																
Burlington & Northwestern	38.73	38.73					38.73	38.73	3.46	3.46	17.00	21.73	50	30	3.0	
Burlington & Western	70.70	70.70					70.70	70.70	2.63	2.63	57.00	43.00	56	35	3.0	
Des Moines & Kansas City	112.00	100.00					112.00	100.00							45	3.0
Total.	14,216.43	5,140.34	1,075.37	133.12	11,040.74	2,528.25	26,859.35	5,506.22	4,833.03	1,534.58	8,492.73	1,336.42				

TABLE NO. XXVII—MILEAGE—CONTINUED.
STATIONS AND TELEGRAPH OFFICES.

RAILROADS.	OPERATED UNDER LEASE OR CONTRACT.				STATIONS AND TELEGRAPH OFFICES.					
	Miles.	Miles in Iowa.	Total miles in other States.	Total miles operated.	Total miles operated in Iowa by any other company not reported.	Miles operated under track- age rights.	No. of stations on road owned.	Stations on road owned in Iowa.	No. of stations on road operated.	No. of telegraph stations in Iowa.
Ames & College.....	700.70	524.96	175.74	1,134.29	953.54	19.83	176	153	176	148
Arlington, Cedar Rapids & Northern.....				24.10	24.10		3	3	3	3
Albia & Centerville.....	149.05	29.55	119.50	5,556.21	750.22	102.91	836	164	836	101
Chicago, Burlington & Quincy.....	40.17	40.17		221.16	77.64	40.17	34	34	34	14
Chicago, Burlington & Kansas City.....	3.42	1.50	1.92	308.42	51.82	50.96	55	10	55	8
Kansas City, St. Jo. & Council Bluffs.....	50.96	77	50.19	227.91	51.58	50.96	34	14	41	8
St. Louis, Keokuk & Northwestern.....				71.00	71.00		18	18	18	8
Chicago, Ft. Madison & Des Moines.....	26.50	26.50		6,724.13	1,533.25	37.69	804	298	804	232
Chicago, Iowa & Dakota.....				4,273.07	1,133.12	47	556	193	556	187
Chicago, Milwaukee & St. Paul.....	1,188.47		1,188.47	3,222.50	1,065.59	377.68	401	123	458	152
Chicago & Northwestern.....	352.66	305.96	46.70				165	87		
Chicago, Rock Island & Pacific.....				888.07	465.43	83.78	8	8	201	78
Chicago Great Western.....	815.67	465.43	350.24			27.50	272	15	290	17
Chicago, St. Paul & Kansas City.....	69.59	27.50	42.09	1,481.61	74.55	20.81	108	4	114	3
Chicago, St. Paul, Minneapolis & Omaha.....	22.93		22.93	515.27	19.86		5	5	5	3
Chicago, Santa Fe & California.....							40	40	40	23
Crooked Creek.....							15	15	15	15
Des Moines, Northern & Western.....							102	96	102	95
Dubuque & Sioux City.....	75.58	75.58		599.59	573.24	17.08	15	15	15	15
Humeaton & Shenandoah.....	95.45				95.45	3.50	92	73	90	66
Iowa Central.....	2.57	1.47	1.10	497.60	404.34	3.50	1	1	1	1
Iowa Northern.....		6.93		6.93	6.93		17	17	18	18
Keokuk & Western.....				78.00	73.08	2.92	14	14	14	14
Mason City & Ft. Dodge.....				92.00	92.00		14	14	14	20
Minneapolis & St. Louis.....	12.10			367.70	187.60	13.10	29	14	29	10
Omaha & St. Louis.....				145.00	67.00		17	17	17	12
Prairie du Chien & McGregor.....							16	16	16	12
Sioux City & Northern.....	1.26	1.26		97.28	80.47	1.26	1	1	1	1
Sioux City & Pacific.....				107.42	8.79		398	21	463	14
Tabor & Northern.....				8.79			27	4	27	3
Union Pacific.....										
Wabash.....	38.00	194.70	1,554.10	1,978.80	124.70	38.00				
Winona & Southwestern.....				114.41						
Mississippi River Railroad & Toll Bridge Company.....										
Des Moines Union.....										
NARROW GAUGE ROADS.										
Burlington & Northwestern.....	13.77	13.77		52.50	38.73		10	10	12	10
Burlington & Western.....	33.50	33.50		104.20	70.70		15	15	21	13
Des Moines & Kansas City.....				112.00	100.00		19	18	19	13
Total.....	3,662.37	837.73	3,852.98	27,686.06	8,378.49	1,177.40	4,406	1,462	4,589	1,306

REPORT OF RAILROAD COMMISSIONERS.

TABLE NO. XXVIII—EMPLOYEES AND SALARIES.

RAILROADS.	GENERAL OFFICERS.			GENERAL OFFICE CLERKS.			STATION AGENTS.			OTHER STATION MEN.			ENGINE MEN.		
	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
Ames & College	17	54,727.67	10.20	92	54,639.30	1.89	176	109,782.80	1.68	142	66,669.00	1.60	130	157,510.00	3.80
Burlington, Cedar Rapids & Northern.															
A. Via & Centerville	131	505,571.44	10.34	800	727,633.75	2.61	728	443,048.94	1.61	2,055	979,098.33	1.50	1,107	1,169,753.73	2.49
Chicago, Burlington & Quincy	*17	4,000.00	64	198	7,711.17	1.17	27	14,662.60	1.51	8	1,260.00	1.17	13	15,187.00	3.26
Kansas City, St. Jo. & Council Bluffs.	*19	27,460.10	3.96	193	36,336.35	1.82	27	24,200.36	1.57	88	46,449.80	1.50	54	58,800.24	3.54
St. Louis, Keokuk & Des Moines	*17	21,190.40	3.41	198	41,166.08	1.05	23	14,100.00	1.78	81	39,865.20	1.57	47	59,273.64	3.66
Chicago, Ft. Madison & Des Moines	4	5,116.65	4.08	2	1,221.19	1.95	11	2,867.78	1.90	2	300.00	1.49	6	5,349.39	2.87
Chicago, Iowa & Dakota	3	3,670.00	4.22	1	1,360.00	1.15	5	5,230.00	2.06	2	300.00	1.48	2	1,800.00	2.44
Chicago, Milwaukee & St. Paul	64	329,523.74	16.45	424	305,440.68	2.29	864	557,069.92	2.61	1,100	671,698.00	1.85	1,034	1,207,441.32	3.66
Chicago & Northwestern	20	193,340.53	20.69	480	386,041.14	2.57	663	428,917.44	2.07	2,718	1,370,585.04	1.61	1,222	1,360,353.61	3.56
Chicago, Rock Island & Pacific	12	63,300.00	24.84	380	356,635.56	2.92	458	283,524.60	1.96	1,202	694,660.68	1.85	616	792,265.48	4.11
Chicago Great Western	14	51,849.52	10.44	135	109,358.64	2.21	158	84,501.00	1.64	221	120,912.60	1.50	186	246,504.60	3.64
Chicago, St. P., Minneapolis & Omaha	23	105,445.87	12.32	144	108,501.50	2.06	176	121,232.53	2.26	444	251,056.51	1.81	293	325,506.66	3.55
Chicago, Santa Fe & California	14						104	62,604.24	1.85	363	183,837.36	1.59	157	224,554.08	4.80
Crooked Creek	1	1,200.00	3.83	1	800.00	2.55	1	91.36	1.50					1,117.57	3.06
Des Moines, Northern & Western	10	13,189.92	4.21	7	4,620.00	2.10	25	12,305.79	1.57	4	2,040.00	1.62	10	15,242.21	4.86
Dubuque & Sioux City	14	43,831.00	10.00	95	66,968.00	2.25	99	59,994.92	1.94	52	24,805.07	1.52	91	106,566.79	3.81
Humboldt & Shenandoah	5	9,993.84	6.30	3	2,145.00	2.24	14	8,277.27	1.80	1	198.00	1.63	5	6,292.91	4.02
Iowa Central	11	31,805.34	9.24	50	33,039.59	2.11	95	41,052.00	1.18	72	49,751.25	1.89	62	84,740.00	3.75
Iowa Northern	1	600.00	1.92											960.00	3.07
Keokuk & Western	9	15,457.94	4.69	14	11,455.00	2.28	28	15,635.25	1.78	26	12,123.15	1.49	12	15,090.00	4.00
Mason City & Ft. Dodge	3	6,129.96	5.65	6	2,720.00	1.24	12	6,420.00	1.46	1	240.00	1.62	4	3,856.65	2.96
Minneapolis & St. Louis	6	20,482.07	10.91	11	8,252.89	2.40	16	10,320.00	2.03	5	2,260.00	1.46	12	12,600.00	3.58
Omaha & St. Louis	3	18,400.00	15.58	13	10,067.00	3.33	27	18,612.18	1.89	17	8,580.00	1.38	18	28,733.15	5.00
Prairie du Chien & McGregor	3	21,500.00	19.63											1,578.00	
Sioux City & Northern	11	16,590.15	4.79	25	14,766.90	2.01	17	10,075.91	1.90	20	8,625.60	1.40	10	11,710.08	3.70
Sioux City & Pacific	17	5,488.80	1.03	29	20,510.04	2.26	17	12,882.40	2.42	51	28,571.02	1.79	16	21,923.30	4.38
Tabor & Northern	6													720.00	2.30
Union Pacific															
Wabash	35	157,239.96	14.36	285	238,206.16	2.67	359	214,430.28	1.91	915	509,622.78	1.78	517	657,431.07	4.06
Winona & Southwestern	6	7,300.00	3.37	2	1,360.00	1.89	17	9,420.00	1.54	2	26,827.00	1.33	5	3,580.47	2.70
Miss. River Railroad & Toll B. Co.	2	3,116.61	4.82	2	780.00	1.25				62	26,827.00	1.69	8		
Des Moines Union															
NARROW GAUGE ROADS.															
Burlington & Northwestern	3	1,762.40	3.76	5	1,113.70	1.42	8	3,120.00	1.25	3	472.70	1.51	2	1,583.15	2.53
Burlington & Western	3	1,762.40	3.75	5	1,113.70	1.42	15	5,078.93	1.03	3	670.06	1.03	4	3,792.40	3.03
Des Moines & Kansas City	2	1,800.00	5.75	3	1,970.00	2.09	16	6,290.76	1.25	2	302.48	1.48	5	3,600.00	2.30
Total	520	81,761,771.28	3.703	82,555,773.96	4,238	62,602,301.99	9,776	85,103,148.27	5,673	80,607,397.50					

* Salaries of general officers and general office clerks are prorated between four companies.

* Salaries of general officers and general office clerks are prorated between four companies.

TABLE No. XXIX—EMPLOYEES AND SALARIES--CONTINUED.

RAILROADS.	FIREMEN.			CONDUCTORS.			OTHER TRAIN MEN.			MACHINISTS.			CARPENTERS.		
	Number.	Total Yearly compensation.	A. V. daily compensation.	Number.	Total Yearly compensation.	A. V. daily compensation.	Number.	Total Yearly compensation.	A. V. daily compensation.	Number.	Total Yearly compensation.	A. V. daily compensation.	Number.	Total Yearly compensation.	A. V. daily compensation.
Ames & College	133	\$5,896.15	2.27	89	\$9,246.06	2.93	221	\$158,403.16	2.18	87	\$70,185.05	2.47	206	\$113,481.85	1.95
Burlington, Cedar Rapids & Northern	1092	679,550.55	1.70	702	757,245.01	2.96	1545	997,205.16	1.77	1215	812,698.35	2.14	1219	781,875.02	2.05
Chicago, Burlington & Quincy	54	8,160.60	1.84	41	11,731.20	3.19	21	12,290.64	1.93	66	45,564.96	2.46	45	4,782.20	2.10
Kansas City, St. Jo. & Council Bluffs	54	32,934.00	1.93	41	36,536.40	3.20	90	47,122.24	1.76	68	8,683.80	2.37	56	32,091.00	2.31
St. Louis, Keokuk & North western	47	32,841.12	1.98	39	45,476.16	3.27	86	57,810.72	1.85	13	6,912.29	1.53	13	6,912.29	1.53
Chicago, Fort Madison & Des Moines	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Chicago, Iowa & Dakota	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Chicago, Milwaukee & St. Paul	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Chicago & North western	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Chicago, Rock Island & Pacific	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Chicago, Great Western	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Chicago, St. Paul, Minneapolis & Omaha	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Chicago, Santa Fe & California	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Crooked Creek	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Des Moines, Northern & Western	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Dubuque & Sioux City	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Humeston & Shenandoah	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Iowa Central	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Iowa Northern	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Keokuk & Western	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Mason City & Fort Dodge	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Minneapolis & St. Louis	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Omaha & St. Louis	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Paris & Chien & McGregor	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Sioux City & Northern	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Sioux City & Pacific	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Union Pacific	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Wabash	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Winona & South western	1065	760,024.60	1.53	1	660.00	2.11	221	990.00	1.93	645	581,240.30	1.98	712	623,711.00	2.35
Mississippi River R. & Toll Bridge Co.	10	2,320.67	1.75	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Des Moines Union.	10	2,320.67	1.75	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
NARROW GAUGE ROADS.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington & North western	2	1,121.55	1.79	1	703.40	2.25	3	2,060.64	2.20	5	4,267.40	2.72	2	1,345.90	2.15
Burlington & Western	2	2,572.55	2.05	4	2,004.73	2.04	8	4,306.68	1.74	4	3,120.00	2.49	8	5,226.00	2.08
Des Moines & Kansas City	5	1,856.00	1.18	4	2,001.00	1.99	.....	909.52	.....	.....	.....	.....	.....	.....	.....
Totals	5841	\$4,077,199.14	.....	3828	\$4,074,196.02	.....	8337	\$5,382,002.94	.....	4777	\$3,272,340.29	.....	5451	\$3,506,170.26	.....

REPORT OF RAILROAD COMMISSIONERS.

TABLE NO. XXX—EMPLOYEES AND SALARIES—CONTINUED.

RAILROADS.	OTHER SHOP MFN.			SECTION FOREMEN.			OTHER TRACKMEN.			SWITCHMEN, FLAGMEN, TELEGRAPH OPERATORS AND WATCHMEN.		
	Number.	Total year-ly com-pensation.	Average daily com-pensation.	Number.	Total year-ly com-pensation.	Average daily com-pensation.	Number.	Total year-ly com-pensation.	Average daily com-pensation.	Number.	Total year-ly com-pensation.	Average daily com-pensation.
Ames & College.	511	241,380.00	1.60	185	99,803.45	1.51	778	310,583.20	1.30	80	59,404.80	2.04
Burlington, Cedar R. & N.	4,638	2,379,223.75	1.64	946	1,716.03	1.37	18	6,860.75	1.17	142	97,518.56	2.05
Albia & Centerville.	11	5,508.00	1.41	32	15,600.10	1.35	5,503	1,994,822.51	1.19	1,285	867,919.23	1.85
Chi., Burlington & Quincy.	349	165,837.36	1.61	68	34,794.00	1.44	277	97,021.56	1.18	73	51,353.28	2.44
Kan. C. St. Jo. & C. B.	40	17,389.40	1.83	37	18,942.00	1.43	163	55,835.60	1.13	35	23,789.92	1.81
St. Louis, Keokuk & N. W.	9	4,326.84	1.53	3	1,500.00	1.66	32	11,982.62	1.20	23	13,515.60	1.69
Chi., Ft. Madison & Des Moines	2,750	1,489,097.50	1.73	1,275	694,393.00	1.74	15	4,697.74	1.25			
Chi., Milwaukee & St. Paul.	2,842	1,484,703.57	1.67	767	498,343.00	1.78	2,724	1,480,727.24	1.27			
Chi., Northwestern.	1,505	768,497.04	1.63	600	352,446.00	1.88	4,059	1,668,734.30	1.31	1,326	862,680.35	2.08
Chi., Rock Island & Pacific.	226	153,046.20	2.16	139	76,666.80	1.51	3,750	1,366,777.20	1.19	1,338	903,833.93	2.01
Chi., Great Western.	189	113,398.35	1.98	252	141,347.28	1.80	1,100	528,462.00	1.63	796	544,048.20	2.29
Chi., St. P., Minn. & Omaha.	689	328,784.17	1.65	123	51,543.36	1.61	1,094	455,718.07	1.33	1,38	112,744.80	2.61
Chi., Santa Fe & Cal.	1	490.00	1.31	2	960.00	1.55	1,733	370,403.16	1.36	219	178,598.81	2.61
Crooked Creek.	109	40,367.33	1.18	24	12,990.00	1.72	97	2,081.02	1.25	199	134,514.96	2.25
Des M., Northern & Western.	14	7,777.84	1.80	126	59,499.31	1.51	67	38,416.20	1.29	2	1,980.00	3.16
Dubuque & Sioux City.	133	103,823.80	1.81	91	43,680.00	1.53	487	190,541.59	1.25	62	33,009.10	1.70
Humeston & Shenandoah.	49	23,368.65	1.62	25	14,154.00	1.81	50	17,278.42	1.11	2	2,029.33	3.24
Keokuk & Western.	17	6,836.46	1.24	15	8,520.00	1.56	241	97,965.15	1.29	40	21,161.25	1.45
Mason City & Ft. Dodge.	29	19,011.16	1.76	26	14,640.00	1.73	5	479.50	1.26	16	7,132.80	1.40
Minneapolis & St. Louis.	6	3,006.70	1.58	27	14,940.00	1.73	104	26,506.80	1.26	2	1,440.00	1.97
Omaha & St. Louis.	20	5,110.51	1.92	17	8,035.00	1.50	197	16,700.02	1.25	12	6,540.00	1.50
Prairie du Chien & McGregor.	214	116,948.31	1.75	19	9,660.00	1.62	90	25,391.35	1.10	28	9,881.80	2.28
Sioux City & Northern.	2	1,000.00	1.50	42	12,111.22	1.25	103	37,381.35	1.10	12	10,940.00	2.49
Sioux City & Pacific.	1	480.00	1.53	4	42,215.43	1.05	12	12,111.22	1.25	14	6,900.34	1.92
Tabor & Northern.	1,296	686,341.77	1.71	18	9,660.00	1.62	30	42,215.43	1.05	15	21,063.32	2.24
Union Pacific.	2	1,000.00	1.50	4	480.00	1.53	1	1,440.00	1.15	1	120.00	1.15
Wabash.	1,296	686,341.77	1.71	18	9,660.00	1.62	30	42,215.43	1.05	1	120.00	1.15
Winona & Southwestern.	2	1,000.00	1.50	4	480.00	1.53	1	1,440.00	1.15	1	120.00	1.15
Miss. River R. R. & T. B. Co.	58	15,745.67	1.49	1	715.00	2.23	146	561,832.07	1.24	628	447,046.43	2.27
Des Moines Union.	14	5,255.70	1.20	6	3,240.00	1.72	4	5,632.87	1.26	1	600.00	1.92
XARROW GAUGE ROADS.	4	2,228.27	1.77	15	6,300.00	1.34	24	5,632.87	1.26	1	600.00	1.92
Burlington & Western.	1	1,000.00	1.50	1	1,000.00	1.50	21	5,632.87	1.26	1	600.00	1.92
Burlington & Western.	1	1,000.00	1.50	1	1,000.00	1.50	21	5,632.87	1.26	1	600.00	1.92
Des Moines & Kansas City.	1	1,000.00	1.50	1	1,000.00	1.50	21	5,632.87	1.26	1	600.00	1.92
Total.	14,708	8,187,615.75		5,267	2,770,919.43		23,032	9,624,713.26		6,415	4,319,569.69	
										3,322	2,195,416.43	

TABLE No. XXXI—EMPLOYEES AND SALARIES.

RAILROADS.	ALL OTHER EMPLOYEES AND LABORERS.				TOTAL INCLUDING GENERAL OFFICERS.				TOTAL EXCLUDING GENERAL OFFICERS.				TOTAL INCLUDING GENERAL OFFICERS—IOWA.			
	Number.	Total yearly compensation.	Average daily compensation.		Number.	Total yearly compensation.	Average daily compensation.		Number.	Total yearly compensation.	Average daily compensation.		Number.	Total yearly compensation.	Average daily compensation.	
Ames & College	161	65,498.90	1.30	3,162	1,852,194.89	1.85	3,155	1,797,467.22	1.79	2,882	1,614,698.24	1.79				
Burlington, Cedar Rapids & Northern	12	650.10	1.04	27	10,048.35	1.19	27	10,048.35	1.19	27	10,048.35	1.19				
Albia & Centerville	845	444,196.08	1.68	21,567	14,622,242.32	1.78	21,423	13,956,610.78	1.73	4,804	2,584,204.32	1.61				
Chicago, Burlington & Kansas City	46	3,423.01	1.28	1,468	132,413.01	1.87	451	128,413.01	1.88	143	85,874.64					
Kansas City, St. Jo. & Council Bluffs	143	66,620.76	1.65	1,684	821,495.05	1.54	1,625	794,034.95	1.51	104	48,103.08					
St. Louis, Keokuk & Northwestern	372	216,465.12	1.87	1,266	688,417.95	1.67	1,249	608,227.55	1.64	111	56,707.08					
Chicago, Ft. Madison & Des Moines					33,177.48					69	33,177.48					
Chicago, Iowa & Dakota				37	18,407.74	1.73	34	14,437.74	1.48	37	18,407.74	1.73				
Chicago, Milwaukee & St. Paul	5,118	2,725,916.73	1.70	23,560	14,585,874.09	1.98	23,496	14,256,350.35	1.94	6,391	3,468,186.00	1.98				
Chicago & Northwestern	1,627	1,056,034.87	2.07	22,161	13,696,761.17	1.97	22,132	13,514,411.64	1.95	4,710	2,949,702.15	2.00				
Chicago, Rock Island & Pacific	540	355,791.04	2.10	13,534	8,379,471.34	1.98	13,522	8,286,171.24	1.96	3,942	2,391,802.08	1.94				
Chicago Great Western	428	288,532.80	1.85	3,718	2,514,303.36	1.99	3,704	2,462,403.84	1.95	1,409	918,301.44	1.84				
Chicago, St. Paul, Minneapolis & Omaha	871	493,683.33	1.81	5,547	3,553,859.00	2.03	5,524	3,448,693.13	1.98	395	257,338.32	2.07				
Chicago, Santa Fe & Omaha	298	186,423.44	2.09	4,530	2,115,751.77	1.97	4,530	2,115,751.77	1.97	184	86,181.50					
Crooked Creek				15	7,869.95	1.85	14	6,669.95	1.69	15	7,869.95	1.85				
Des Moines, Northern & Western	10	3,944.44	1.27	250	144,577.56	1.94	253	126,717.64	1.83	250	144,577.56	1.94				
Dubuque & Sioux City	366	209,695.44	1.83	1,960	1,160,679.47	1.89	1,946	1,116,848.47	1.83	1,960	1,160,679.47	1.89				
Humeston & Shenandoah	3	1,653.78	1.76	153	91,069.67	1.90	148	81,069.83	1.75	153	91,069.67	1.90				
Iowa Central	83	56,123.30	2.16	1,250	802,035.84	1.93	1,239	770,800.50	1.87	1,005	645,196.96	1.93				
Iowa Northern				12	4,619.50		11	4,019.50		12	4,619.50					
Keokuk & Western	5	1,625.70	1.50	360	188,700.59	1.65	351	173,242.65	1.54	184	96,237.30					
Mason City & Ft. Dodge	1	1,500.00	4.11	183	68,696.98	1.65	180	62,567.02	1.54	183	68,696.98	1.65				
Minneapolis & St. Louis	12	8,906.50	1.55	214	145,327.41	2.12	208	134,845.34	1.87	214	145,327.41	2.12				
Omaha & St. Louis	97	38,936.80	1.19	454	291,324.60	1.91	449	272,939.60	1.80	509	134,009.32	1.91				
Prairie du Chien & McGregor				23	38,169.00	4.54	20	16,069.00	2.98	8	4,771.00					
Sioux City & Northern	8	477.83	1.50	247	139,156.83	2.15	236	122,566.68	2.00	108	111,965.58					
Sioux City & Pacific	30	26,065.06	2.78	715	450,347.98	2.01	698	444,359.18	2.04	614	385,416.05	2.01				
Tabor & Northern				15			9			15	3,505.31					
Union Pacific																
Wabash	636	514,283.75	2.58	9,130	6,121,434.04	2.14	9,104	5,964,134.08	2.09	229	153,035.85	2.14				
Winona & Southwestern	3		1.25	140			94									
Miss. River Rd. & T. B. Co																
Des Moines Union	18	8,400.00	1.37	236	99,663.65	1.77	234	96,647.04	1.74	236	99,663.65	1.77				
NARROW GAUGE ROADS.																
Burlington & Northwestern				103	38,398.34	1.58	100	36,605.94	1.54	103	38,398.34	1.58				
Burlington & Western				111	46,457.16	1.58	108	42,694.77	1.55	111	44,457.17	1.58				
Des Moines & Kansas City	31	12,128.75	1.25	136	60,235.78	1.42	134	58,435.78	1.36	129	57,223.99	1.42				
Total	11,716	6,763,980.93		119,877	872,764,651.67		119,368	868,975,399.54		31,127	818,389,373.68					

*See note under Table XXVIII.

REPORT OF RAILROAD COMMISSIONERS.

TABLE No. XXXII—EMPLOYEES AND SALARIES—Continued.
DISTRIBUTION OF SAME.

RAILROADS.	General admin- istration.	Maintenance of structure.	Maintenance of equipment.	Conducting transporta- tion.	TOTAL INCLUDING GEN- ERAL OFFICERS—IOWA.			TOTAL EXCLUDING GEN- ERAL OFFICERS—IOWA.		
					Number.	Total yearly com- pensation.	Av. daily compen- sation.	Number.	Total yearly com- pensation.	Av. daily compen- sation.
Anes & College	\$ 109,366.97	\$ 454,710.05	\$ 376,289.05	\$ 901,819.82	2,882	\$ 1,614,698.24	\$ 1.79	2,842	\$ 1,637,415.46	\$ 1.80
Burlington, Cedar Rapids & Northern.	8,062.90	3,360,727.73	3,340,687.40	6,422,201.84	27	10,048.35	1.19	27	10,048.35	1.19
Albia & Centerville.	1,253,225.19	11,711.17	48,729.40	68,471.44	4,864	\$ 2,884,204.52	\$ 1.61	4,854	\$ 2,900,599.50	\$ 1.60
Chicago, Burlington & Quincy	63,706.45	227,920.04	210,922.32	319,296.24	143	\$ 85,874.64	*	143	\$ 85,874.64	*
Kansas City, St. Jo. & Council Bluffs.	62,356.99	75,840.00	58,164.00	493,455.76	104	\$ 48,103.08	*	104	\$ 48,103.08	*
St. Louis, Keokuk & Northwestern					111	\$ 56,707.08	*	111	\$ 56,707.08	*
Chicago, Ft. Madison & Des Moines					69	\$ 33,177.48	*	69	\$ 33,177.48	*
Chicago, Iowa & Dakota					37	\$ 18,407.74	\$ 1.73	34	\$ 14,437.74	\$ 1.48
Chicago, Milwaukee & St. Paul	\$ 1,458,587.41	\$ 3,354,751.04	\$ 2,476,598.50	\$ 7,292,937.05	6,361	\$ 3,938,180.00	\$ 1.98	6,344	\$ 3,849,214.50	\$ 1.94
Chicago & Northwestern	690,890.76	3,237,752.62	1,690,813.02	8,098,304.77	4,710	\$ 2,949,702.15	\$ 2.00	4,708	\$ 2,942,062.15	\$ 1.99
Chicago, Rock Island & Pacific	449,035.56	1,807,316.88	1,812,538.28	4,249,180.52	3,942	\$ 2,301,802.08	\$ 1.94	3,942	\$ 2,301,802.08	\$ 1.94
Chicago, Great Western	252,272.76	676,011.60	385,857.80	1,200,181.20	1,469	\$ 918,301.44	\$ 1.84	1,468	\$ 915,301.44	\$ 1.84
Chicago, St. Paul, Minneapolis & Omaha.	262,653.90	650,000.72	532,730.82	1,798,523.50	396	\$ 257,338.32	\$ 2.07	396	\$ 257,338.32	\$ 2.07
Chicago, Santa Fe & California.	28,702.32	556,998.68	469,347.41	1,120,743.36	184	\$ 80,181.50	+	184	\$ 80,181.50	+
Crooked Creek.	1,200.00	3,041.02		3,028.93	15	\$ 7,869.95	\$ 1.85	14	\$ 6,660.95	\$ 1.60
Des Moines, Northern & Western	32,155.71	66,823.98	3,944.84	41,603.03	250	\$ 144,527.56	\$ 1.94	253	\$ 126,717.04	\$ 1.83
Dubuque & Sioux City	110,799.00	297,331.53	190,752.78	561,796.16	1,960	\$ 1,600,670.47	\$ 1.80	1,946	\$ 1,116,848.47	\$ 1.82
Humboldt & Shenandoah	8,664.84	34,734.44	14,157.08	33,496.31	153	\$ 91,069.67	\$ 1.90	148	\$ 81,069.83	\$ 1.75
Iowa Central.	64,844.93	182,193.15	117,199.70	488,368.05	1,005	\$ 645,106.96	\$ 1.63	994	\$ 613,301.62	\$ 1.56
Iowa Northern.					12	\$ 4,619.50		11	\$ 4,019.50	
Keokuk & Western	22,012.94	48,406.30	36,208.40	81,982.95	184	\$ 98,237.50		184	\$ 98,237.50	
Mason City & Ft. Dodge	8,850.04	27,628.63	12,407.98	20,010.63	184	\$ 69,698.98	\$ 1.65	180	\$ 62,567.02	\$ 1.54
Minneapolis & St. Louis	28,734.96	41,482.50	10,753.95	64,356.00	214	\$ 115,397.41	\$ 2.12	208	\$ 124,545.31	\$ 1.87
Omaha & St. Louis	28,477.00	91,536.24	40,886.71	130,692.65	293	\$ 134,600.32	\$ 1.91	296	\$ 135,345.32	\$ 1.80
Prairie du Chien & McGregor					8	\$ 4,771.00		8	\$ 4,771.00	
Sioux City & Northern	31,337.05	23,453.97	19,297.75	65,048.05	198	\$ 111,363.58		198	\$ 98,617.15	
Sioux City & Pacific	43,806.06	72,300.36	114,843.26	219,137.70	614	\$ 383,416.05	\$ 2.61	614	\$ 383,416.05	\$ 2.61
Tabor & Northern					15	\$ 3,505.31		9	\$ 3,505.31	
Union Pacific					229	\$ 153,085.85	\$ 2.14	228	\$ 149,103.35	
Wabash	377,646.16	1,020,287.99	1,047,751.31	3,066,718.58						
Winona & Southwestern					236	\$ 99,663.65	\$ 1.77	234	\$ 96,647.04	\$ 1.74
Mississippi River Railroad & Toll Bridge Co. Des Moines Union.	3,796.61	6,347.87	30,204.17	50,415.00						
NARROW GAUGE ROADS.										
Burlington & Northwestern	3,326.16	15,103.80	10,866.00	9,070.44	103	\$ 38,368.34	\$ 1.58	100	\$ 36,365.04	\$ 1.54
Burlington & Western	2,876.10	27,844.70	15,736.36	15,736.36	111	\$ 44,457.17	\$ 1.58	108	\$ 44,094.77	\$ 1.55
Des Moines & Kansas City	7,575.00	25,150.00	9,260.40	18,250.38	129	\$ 57,223.99	\$ 1.42	127	\$ 55,423.99	
Total	\$ 185,398,772.58	\$ 16,938,056.74	\$ 12,939,124.09	\$ 37,563,322.54	31,127	\$ 16,380,373.68		30,976	\$ 16,119,850.07	

* Including general officers. + Mileage basis.

COMPILATION OF RETURNS.

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TABLE NO. XXXIII—BRIDGES, CULVERTS, CATTLE GUARDS, ETC., IN IOWA.

RAILROADS.	WOODEN TRUSS OVER 100 FEET IN LENGTH.		COMBINATION TRUSS OVER 100 FT. IN LENGTH.		IRON AND STEEL TRUSS UNDER 100 FT. IN LENGTH.		IRON AND STEEL TRUSS UNDER 100 FEET IN LENGTH.		WOODEN TREES AND PILE.		IRON ARCH CULVERTS AND VIADUCTS.		BOX-CULVERTS.			
	Number.	Aggregate length.	Number.	Aggregate length.	Number.	Aggregate length.	Number.	Aggregate length.	Number.	Aggregate length.	With 20 ft. opening or more.	Less than 20 feet.	Timber.	Stone.		
Ames & College			36	6,808	3	550	94	3,065	678	53,092	1	260	15	17	842	1,712
Burlington, Cedar Rapids & Northern			1	100					15	2,321				14	49	91
Albia & Centerville	27	4,051			32	6,038	8	644	886	88,575	7	1,906	2	20	722	1,437
Chicago, Burlington & Quincy	8	1,638	1	60					113	11,408				38	138	138
Chicago, Burlington & Council Bluffs									65	44,396				5	54	84
Kansas City, St. Jo. & Council Bluffs	2	283			1	478	2		64	3,965				60	24	54
St. Louis, Keokuk & Northwestern									43	3,995				5	178	178
Chicago, Ft. Madison & Des Moines			1	154	1	150	1	48	63	8,904				5	24	34
Chicago, Iowa & Dakota									20	780				5	24	34
Chicago, Milwaukee & St. Paul	96	11,674			15	2,412	22	1,163	2,513	193,629				9	1,574	179
Chicago & Northwestern	9	1,257	15	3,482	21	3,797	21	2,227	1,994	144,791				6	32	614
Chicago, Rock Island & Pacific	5	566	13	2,917	45	11,214	112	4,691	1,569	108,077				5	300	477
Chicago, St. Paul & Kansas City					15	2,460	17	1,820	655	80,294				5	300	477
Chicago Great Western															672	33
Chicago, St. Paul, Minneapolis & O.					1	180			136	7,039				4	18	113
Chicago, St. Paul, Minneapolis & O.	2	258			1	918			21	870				4	18	113
Crooked Creek	4	850			14				14	650				10	10	10
Des Moines Northern & Western					2	379			158	12,981				10	10	10
Dubuque & Sioux City	12	2,401	1	366	30	4,333			721	52,014				142	10	274
Hanneston & Shenandoah			4	532					138	20,059				106	106	937
Iowa Central	6	840			15	2,220	8	555	588	48,793				3	619	162
Iowa Northern									9	1,712				3	619	162
Keokuk & Western	1	134			1	962			82	6,801				3	619	162
Mason City & Ft. Dodge	2	490			1				112	8,696				3	619	162
Minneapolis & St. Louis	1	164	3	360			3	198	102	9,974				3	619	162
Omaha & St. Louis	2	262							188	12,441				3	619	162
Prairie du Chien & McGregor														3	619	162
Sioux City & Northern			1	100			1		119	10,459				3	619	162
Sioux City & Pacific			2	340					53	4,684				3	619	162
Tabor & Northern					1				12	1,056				3	619	162
Union Pacific									246	20,979				3	619	162
Winona & Southwestern	10	1,369			4	637			246	20,979				3	619	162
Mississippi River R. & T. B. Co.																
Des Moines Union					1	3,238			1	76						
Des Moines Union					1	407			1	15						
NARROW GAUGE ROADS.																
Burlington & Northwestern							1	80	22	2,096				3	9	44
Burlington & Western					2	496			39	7,158				3	33	156
Des Moines & Kansas City	6	743							120	9,176				3	33	156
Des Moines & Kansas City									120	9,176				3	33	156
Total.	193	26,968	78	14,919	192	40,899	280	14,116	11,565	946,073	9	3,707	29	557	7,198	13,321

TABLE No. XXXIV—RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

RAILROADS.	Amount of tim-ber used in re-constructing bridges during the year.	Lineal ft. of trestles with earth dur-ing the year.	TIMBER CUL-VERTS RE-PLACED.			No. of years and pile bridges last in Iowa.	No. of years wooden truss bridges last in Iowa.	TRACK SEC-TIONS.			NEW TIERS LAID IN IOWA.			NEW STEEL TIES LAID DURING YEAR.		Track laid with new rails during yr in Ia.—miles.	AV. YRS STEEL LASTS IN IA.		Average years last in Ia.
			With stone.	With sewer pipe.	With iron pipe.			Number in Iowa.	Average length.	Average No. of men in each.	Number.	Av. number per mile.	Av. price of each—cts.	Tons.	Miles.		Main line.	Branches.	
Ames & College.	313,378	1,984		50	1	7	8	156.6	14	3.	316,092	526	48	9,399.90	29.3	12		8.75	
Bur., Cedar R. & N.	13,392	3,281		9		10	9	46		8.	6,563	273	50	209.53	2.2	8		9	
Albia & Centerville.	1,696,746	215		1	38	10	14	169.6		4.	347,553	400	38	2,138.41	20.1	8	15	8	
Chi., Burlington & Q.	90,142					10	18	13.6		2.7	18,512	1,023	39			20		8	
Kas. City, Bur. & Kas. City						10	18	11.5		5.	16,193	268	45	24.25	1.	16		8	
St. L., Keokuk & N.	9,096	44				10	18	9.5		5.	17,960	348	39			13	25	8	
Chi., Ft. M. & Des Moines						8	8	8.9		5.	1,050	40	53					7	
Chi., Iowa & Dakota.		376				8	9	3.9		5.	471,314	303	38	11,084.00	58.2	9	14	14	
Chi., Milwaukee & St. P.	2,521,286	2,008			74	10	9	225.5	2.2	5.3	406,901	349	44	6,619.10	58.2	10	15	50	
Chi., Northwestern	3,051,866	2,852	5	7		10	9	179.6		5.	406,306	381	46	13,289.00	119	9	13	7	
Chi., R. I. & P.		1,120	3	3	13	8	9	73.6	37		121,662	145	52	610.30	6.4			6	
Chi., St. Paul & K. O.	1,505,875		2			9	12	73.6	37									6	
Chi., Great Western						10												7	
Chi., St. P., Minn. & O.						10												8	
Chi., Santa Fe & Cal.						10												8	
Crooked Creek						7	7	12.6	18	6.	35,400	480	61			12		8	
Des M., Northern & W.	505,776	1,865				7	7	4.5		8.	5,998	300	34			11		6	
Dubuque & Sioux City.	54,544	257				9	9	2.12		4.	4,407	281	50	100.00		15		7	
Huneston & Shenand'h.	384,288	113				13	10	95.6		3.8	119,266	208	42	1,710.00	15.	15	25	7	
Iowa Central.	683,563	200	9	32		8	10	18.5		3.	33,509	351	41	100.50	1.	15		10	
Iowa Northern.		14,000				11	10	60.7		4.	121,065	287	50	2,114.33	22.4	10	15	7	
Keokuk & Western						11	10	1.6	93	6.								8	
Mason City & Ft. Dodge.	16,278	36				9	10	13.5		4.	21,446	294	36	15.75		10		10	
Minneapolis & St. Louis.						9	9	14.5		4.	41,185	447	42			10		7	
Omaha & St. Louis						8	8	27.5		2.1	28,753	35	35			10		8	
Frarier du Onien & McG						8	8	12.5		4.	20,667	309	48					8	
Sioux City & Northern.						10	10	11.7		2.								8	
Sioux City & Pacific.	17,076					10	12	14.5	75	3.9	10,678	133	48	81.50	8	20		6	
Tabor & Northern.						10	12	18.79		4.				78.00	.5			8.5	
Union Pacific.																		8	
Wabash.	808,920	5,203				8	8	14.6	3	4.	63,959	726	37					8	
Winona & Southwestern																			
Miss. River Rd. & T. B. C																			
Des Moines Union								12.7		9.	4,650	1,722	50						
NARROW GAUGE ROADS.																			
Burlington & N. W.								116.4		4.	22,333	316							
Burlington & Western.								66.53		5.	5,409	136							
Des Moines & Kas. City.	33,000					12	11	13.6		2.	40,000	470	60	287.64	3.51	12	12	8	
Total.	11,668,116	33,634	19	93	133	1,462					2,746,067			49,829.13	283.91	381.9			

TABLE No. XXXV—HIGHWAY CROSSINGS, FENCING—CONTINUED.

RAILROADS.	HIGHWAY CROSSING.						FENCING IN IOWA.				
	At grade.	With gates and flagman.	Over track.	Under track.	21 feet above track.	Less than 21 feet above track.	Number of miles.	Average cost per rod.	Total cost.	Miles built during year.	Total miles needed to fence track.
Ames & College	1,138	6	4	11	2	2	1,878	1.00	601,184.00	56.06	15.00
Burlington, Cedar Rapids & North'n	30			1			20	.40	2,592.00		48.20
Albia & Centerville	765	11	20	24	21	16	1,392	.93		2.26	132.92
Chicago, Burlington & Quincy	60			1			144	.95	43,776.00		
Kan. City, St. Jo. and Council Bluffs	50						94	1.45	43,848.00		
St. Louis, Keokuk & Northwestern	26		2		1		60	.68	13,164.80		
Chicago, Ft. Madison & Des Moines	103		1	3	1		131				11.00
Chicago, Iowa & Dakota	28			1			50	.50	8,000.00		
Chicago, Milwaukee & St. Paul	1,642	26	39	41	47	15	2,836	.31	283,684.00	21.00	166.42
Chicago & Northwestern	1,239	16	14	24	15	14	1,100			1.30	63.00
Chicago, Rock Island & Pacific	1,098	36	30	45		30	1,932				
Chicago, St. Paul & Kansas City	538	7	6	10		6	889	.67	190,547.31		
Chicago Great Western											
Chicago, St. Paul, Minn. & Omaha	81	3	1		1		123	.75	29,736.00		
Chicago, St. Fe & California	14		1	2	1		39	.60	7,208.24		
Crooked Creek							20	.10		2.00	9.00
Des Moines, Northern & Western	149			4			288	.37		46.00	12.00
Dubuque & Sioux City			3		1	2	1,059	1.00			
Humeston & Shenandoah	87		6	16		6	190	.53	32,335.95		
Iowa Central	385	2	4	3	4		726				
Iowa Northern	4						5			2.00	7.00
Keokuk & Western	87			4			73	1.00	21,924.00		
Mason City & Ft. Dodge	74			1			161	.52	27,693.64		3.00
Minneapolis & St. Louis											
Omaha & St. Louis	81		1				124				
Prairie du Chien & McGregor											
Sioux City & Northern	44	4	2		2		154				153.40
Sioux City & Pacific	102	6					160	1.97	31,488.00	289.00	
Tabor & Northern	9		1		1		11	.35	1,263.50	1.53	5.43
Union Pacific											
Wabash	63			1		1	59	.45	8,553.60	7.50	27.30
Winona & Southwestern							46				
Mississippi River Rd. & T. B. Co											
Des Moines Union	20	3									
NARROW GAUGE ROADS.											
Burlington & Northwestern	38			2			29	.73	6,828.51	4.68	32.00
Burlington & Western	63						51	.78	12,902.25	82	14.00
Des Moines & Kansas City	120						140	.50	22,400.00	12.00	60.00
Totals	8,051	120	135	184	97	92	13,984		\$1,389,139.80	446.15	748.67

TABLE No. XXXVI—ROLLING STOCK.

RAILROADS.	NUMBER OF CARS.						LOCOMOTIVES.				PASSENGER CARS.				FREIGHT CARS.		MAX M NET TON- NAGE HAULED BY ENGINE OF GIVEN WEIGHT IN IOWA.	Ton- nage.	
	Passenger.	Baggage, mail and express.	Parlor and sleeping.	Dining.	Box freight.	Stock.	Platform and coal.	Others.	Total.	Number.	Maximum weight— tons.	Average weight— tons.	Equipped with air brake.	Equipped with driver brake.	With Miller platform and buffer.	With air brake.			With auto- brake.
Ames & College.....	39	18	3	17	3,520	137	728	136	4,607	119	80	70	118	118	56	1,023	2,154	70	600
Burlington, C. R. & N.....	348	122	3	9	14,700	3,013	4,381	270	22,048	517	53	41	517	517	471	6,702	6,965	41	180
Albia & Centerville.....	3	2	3	1	48	48	158	13	234	41	36	30	41	41	5	34	39	36	260
Chi., Burlington & Q.....	19	13	5	1	678	85	73	84	1,057	38	72	62	37	37	37	185	185	72	600
K. C. St. Joe. & C. B.....	11	8	4	1	293	93	84	57	529	39	43	35	35	4	116	116	42	600	
St. Louis, K. & N. W.....	1	1	1	1	10	2	10	1	18	2	45	45	3	2	1	25	25	45	180
Chi., Ft. Mad. & D. M.....	1	1	1	1	12	2	12	1	18	2	42	40	2	2	1	16	16	42	400
Chi., Iowa & Dakota.....	395	234	69	8	18,011	2,769	5,231	1,530	28,277	797	70	45	696	696	706	6,157	9,000	45	250
Chi., Milwaukee & St. P.....	570	163	17	9	17,093	2,531	5,356	1,448	30,365	888	105	76	873	873	30	758	10,633	60	560
Chi., Northwestern.....	273	92	84	13	10,962	2,032	2,411	441	16,328	564	104	66	444	551	52	28	457	85	605
Chi., Rock Island & P.....	44	31	3	3	3,531	449	598	175	4,831	147	95	75	112	147	38	33	44	49	600
Chi., St. Paul & K. O.....	128	64	5	2	6,555	393	2,168	180	9,004	269	111	77	269	225	128	4,435	4,435	37	625
Chi., St. Paul, M. & O.....	4	4	4	4	849	2	922	353	2,158	17	77	68	17	18	4	128	128	78	1,300
Crooked Creek & Cal.....	8	4	1	1	102	2	18	1	21	2	35	30	11	11	5	100	100	35	160
Des Moines, N. & W.....	28	17	3	1	137	24	40	5	159	11	73	69	11	11	8	5	5	70	400
Dubuque & Sioux City.....	2	2	2	2	137	137	38	7	251	65	108	80	44	58	24	45	45	38	280
Humboldt & Shenandoah.....	27	3	3	3	1,295	47	12	16	40	8	38	37	7	4	4	2	717	60	375
Iowa Central.....	1	1	1	1	1	1	1	1	2,255	65	70	50	52	54	24	30	30	38	300
Keokuk & Western.....	9	2	1	1	516	155	254	15	952	14	75	70	12	1	24	2	51	43	320
Mason City & Ft. Dodge.....	5	1	1	1	33	10	80	3	132	6	39	30	5	5	9	5	23	35	300
Minneapolis & St. Louis.....	23	15	1	1	1,543	71	632	71	2,375	67	73	73	5	15	38	38	538	45	290
Omaha & St. Louis.....	5	4	4	4	350	59	88	12	518	15	75	73	5	15	9	9	20	30	360
Prairie du Chien & McG.....	6	3	3	3	220	100	100	57	486	13	60	52	9	4	4	4	215	60	1,000
Sioux City & Northern.....	5	5	5	5	290	20	45	15	385	12	62	55	11	7	13	13	215	35	300
Tabor & Northern.....	1	1	1	1	1	1	1	1	2	1	33	33	1	1	1	1	1	82	730
Union Pacific.....	159	100	46	12	6,749	1,197	4,660	505	13,429	426	91	65	327	407	28	317	622	1,034	730
Wabash.....	4	2	2	2	104	63	63	1	174	3	3	3	3	4	4	4	4	4	1,000
Winona & Southwest.....	4	4	4	4	104	63	63	1	174	3	3	3	3	4	4	4	4	4	1,000
Miss. R. R. & T. B. Co.....	4	4	4	4	104	63	63	1	174	3	3	3	3	4	4	4	4	4	1,000
Des Moines Union.....	4	4	4	4	104	63	63	1	174	3	3	3	3	4	4	4	4	4	1,000
NARROW GAUGE ROADS.....	4	4	4	4	104	63	63	1	174	3	3	3	3	4	4	4	4	4	1,000
Burlington & N. W.....	2	2	2	2	115	22	129	2	272	4	78	78	8	8	8	8	8	27	180
Burlington & Western.....	6	6	6	6	84	34	78	8	214	1	1	1	1	1	1	1	1	1	180
Des Moines & Kansas C.....	6	6	6	6	84	34	78	8	214	1	1	1	1	1	1	1	1	1	180
Total.....	2,131	949	233	74	88,025	13,092	29,426	8,800	142,730	4,142	3,619	3,698	3,230	3,134	36,076	46,797	.....	.....	.....

*Combination.

TABLE NO. XXXVII—TRAIN MILEAGE, WEIGHT OF TRAINS, ETC.

RAILROADS.	MILES RUN BY TRAINS.					Totals.	Number of cars in passenger trains.	Net weight of passenger trains.	Number of cars in freight trains.	Net weight of freight trains.	Number of tons of freight in train.	Number of tons in each car in car lots.	Number of tons of freight in less than car lots.
	Passenger.	Freight.	Switching.	Construction and Repairs.	Others.								
Ames & College	1,210,625	2,491,012	442,803	145,935	102,803	4,363,298	3.6	50	15	165	237	15	10.0
Burlington, Cedar Rapids & Northern	8,790,927	15,332,163	1,792	1,792	216	24,123,090	3.6	34	10	103	103	10	10.0
Albia & Centerville	140,621	258,700	408,983	40,636	140,621	1,408,731	2.6	66	12	147	74	74	5.0
Chicago, Burlington & Kansas City	642,252	513,887	408,983	40,636	140,621	1,408,731	2.6	66	12	147	74	74	5.0
Kansas City, St. Joe & Council Bluffs	491,307	604,890	50,153	180,573	5,425	1,269,034	5.3	128	22	205	223	15	10.0
St. Louis, Keokuk & Northwestern	59,820	37,810	50,153	180,573	5,425	97,690	2.2	128	22	205	223	15	10.0
Chicago, Ft. Madison & Des Moines	9,711	29,134	5,557,134	5,425	941,348	30,002,974	6.7	180	21	320	160	10	10.0
Chicago, Iowa & Dakota	7,441,245	14,853,528	5,557,134	1,209,719	941,348	30,002,974	6.7	180	21	320	160	10	10.0
Chicago, Milwaukee & St. Paul	8,282,703	16,297,192	7,846,375	1,113,613	707,450	34,247,363	4.9	145	17	210	132	15	2.5
Chicago & Northwestern	7,002,373	11,449,540	3,833,926	1,200,302	707,450	23,476,131	4.7	324	15	374	151	15	2.5
Chicago, Rock Island & Pacific	1,391,342	2,823,975	929,381	146,343	139,046	5,430,087	4.1	129	17	170	165	11	10.8
Chicago Great Western	2,115,063	3,650,220	1,622,908	321,663	7,709,854	7,709,854	5.0	130	22	374	166	10	10.0
Chicago, St. Paul, Minneapolis & Omaha	1,513,288	3,199,642	1,032,675	211,361	5,956,946	5,956,946	6.0	139	22	374	166	10	10.0
Chicago, Santa Fe & California	181,779	128,520	30,420	30,420	30,420	340,719	3.0	189	16	304	162	18	10.0
Crooked Creek	855,287	1,214,727	298,821	114,389	2,483,234	2,483,234	4.6	189	16	304	162	18	10.0
Des Moines, Northern & Western	71,597	92,263	7,747	8,406	180,013	2,119,257	3.0	63	11	114	140	15	5.0
Dubuque & Sioux City	560,903	1,206,270	280,940	81,144	10,016	10,016	3.0	120	15	165	225	17	10.0
Humeston & Shenandoah	171,978	128,313	78,720	3,177	382,188	382,188	3.0	40	16	181	104	17	5.0
Iowa Central	53,178	48,479	20,811	20,811	101,657	101,657	2.0	40	18	165	72	10	10.0
Iowa Northern	458,344	691,799	47,116	2,688	1,170,954	1,170,954	4.0	18	18	139	139	15	5.0
Keokuk & Western	49,872	289,601	47,116	2,688	389,277	389,277	5.0	16	16	171	171	15	5.0
Mason City & Ft. Dodge	87,557	69,978	57,365	4,045	218,945	218,945	4.0	116	23	323	328	16	10.0
Minneapolis & St. Louis	201,715	128,062	99,967	5,381	467,594	467,594	5.0	110	26	292	316	12	9.0
Omaha & St. Louis	201,715	128,062	99,967	5,381	467,594	467,594	5.0	110	26	292	316	12	9.0
Prairie du Chien & McGregor	7,567,247	12,240	2,933,041	382,512	15,658,138	15,658,138	5.0	22	22	186	186	12	9.0
Sioux City & Northern	4,805,338	7,567,247	2,933,041	382,512	15,658,138	15,658,138	5.0	22	22	186	186	12	9.0
Sioux City & Pacific	4,805,338	7,567,247	2,933,041	382,512	15,658,138	15,658,138	5.0	22	22	186	186	12	9.0
Tabor & Northern	4,805,338	7,567,247	2,933,041	382,512	15,658,138	15,658,138	5.0	22	22	186	186	12	9.0
Union Pacific	4,805,338	7,567,247	2,933,041	382,512	15,658,138	15,658,138	5.0	22	22	186	186	12	9.0
Wabash	4,805,338	7,567,247	2,933,041	382,512	15,658,138	15,658,138	5.0	22	22	186	186	12	9.0
Winona & Southwestern	4,805,338	7,567,247	2,933,041	382,512	15,658,138	15,658,138	5.0	22	22	186	186	12	9.0
Mississippi River Railroad & T. B. Co.	4,805,338	7,567,247	2,933,041	382,512	15,658,138	15,658,138	5.0	22	22	186	186	12	9.0
Des Moines Union	4,805,338	7,567,247	2,933,041	382,512	15,658,138	15,658,138	5.0	22	22	186	186	12	9.0
NARROW GAUGE ROADS.													
Burlington & Northwestern	11,574	11,548	18,780	3,300	45,202	45,202	2.0	15	15	55	55	7	5.0
Burlington & Western	67,221	74,372	11,260	4,845	157,698	157,698	2.0	15	15	55	55	7	5.0
Des Moines & Kansas City	89,870	71,444	11,260	4,845	161,314	161,314	2.0	15	15	55	55	7	5.0
Totals	46,726,370	83,294,418	25,548,127	5,238,810	1,933,448	162,731,173							

REPORT OF RAILROAD COMMISSIONERS.

TABBL No. XXXVIII—PASSENGER TRAFFIC, ETC.

RAILROADS.	NUMBER OF PASSENGERS CARRIED.				Average dis- tance carried.	Average amount re- ceived from each passen- ger.	FARE PER MILE.			Cost of carry- ing each pass- enger one mile.
	Through.	Local.	Total.	Carried one mile.			Highest.	Average.	Lowest.	
Ames & College	127,604	671,486	799,090	35,519,524	44,449	1.191	.035	.02	.02	.0270
Burlington, Cedar Rapids & Northern	490	7,140	7,630	100,740	13.2	.387	.03	.0125	.03	.0658
Albia & Centerville			3,478,499	* 352,768	934	.541	.03	.02	.0259	
Chicago, Burlington & Kansas City			150,068	3,065,221	20.34	.528	.03	.02	.0259	
Chicago, Burlington & Kansas City			483,754	21,381,183	44.02	1.109	.03	.02	.0259	.0252
Kansas City, St. Jo. & Council Bluffs			328,355	16,500,757	48.77	1.100	.03	.02	.0259	
St. Louis, Keokuk & Northwestern			21,906	395,388	0.18	.586	.03	.02	.0259	
Chicago, Ft. Madison & Des Moines			17,436	210,981	12.100	.401	.03	.02	.0259	.05
Chicago, Iowa & Dakota			8,052,908	290,057,356	36.12	.872	.03	.01	.0241	.0210
Chicago, Milwaukee & St. Paul	226,250	17,012,679	17,456,620	393,653,408	22.55	.472	.04	.02	.0209	.0168
Chicago & Northwestern	443,941	5,846,965	6,091,354	278,526,091	45.725	.958	.03	.02	.0209	.0097
Chicago, Rock Island & Pacific	244,389	1,118,203	1,161,051	43,506,258	37.47	.844	.03	.02	.0206	.0276
Chicago Great Western	42,758		1,903,273	83,769,742	43.94	1.12	.04	.02	.0255	
Chicago, St. Paul, Minneapolis & Omaha			737,431	50,600,416	68.62	1.539	.0240	.005	.0224	.0268
Chicago, Santa Fe & California	20,480	716,951	737,431	4,412,739	25.5	.560	.03	.0065	.0231	
Crooked Creek			173,010	28,921,322	41.063	1.041	.03	.02	.0253	
Des Moines, Northern & Western	2,623	170,367	704,325	1,275,182	26.4	.650	.03	.015	.0240	
Dubuque & Sioux City	40,692	663,633	48,301	13,072,501	22.83	.575	.03	.0144	.0253	.0274
Humeston & Shenandoah			572,580	76,244	3.50	.125	.03	.0357	.0357	
Iowa Central	38,636	533,930	21,784	3,740,900	18.87	.489	.03	.02	.0254	.0447
Iowa Northern			168,174	1,305,024	19.	.557	.04	.02	.0270	.0423
Keokuk & Western			465,520	16,041,848	30.	.733	.03	.0242	.0242	.0263
Mason City & Ft. Dodge	10,238	55,208	500,297	2,156,929	39.648	.98	.03	.0247	.0247	.0154
Minneapolis & St. Louis			54,401	1,705,380	22.5	.519	.03	.02	.0230	.0280
Omaha & St. Louis			75,803	8,906,270	37.663	1.099	.03	.02	.0298	.0229
Prairie du Chien & McGregor	86,210	150,258	236,408	84,080	8.	.313	.0398	.0009	.0392	
Sioux City & Northern	10,510		10,510							
Sioux City & Pacific										
Tabor & Northern										
Union Pacific			3,934,916	177,119,065	45.	.904			.0200	.0078
Wabash										
Winona & Southwestern										
Mississippi River Railroad & Toll Bridge Co										
Des Moines Union										
NARROW GAUGE ROADS.										
Burlington & Northwestern										
Burlington & Western										
Des Moines & Kansas City			58,376	2,802,459	47.198	.934			.0197	
Total	1,204,821	35,043,698	52,046,707	1,838,776,075	35.					

*East Missouri River. Undivided, 16,308,198.

TABLE No. XXXIX.—FREIGHT TRAFFIC.

RAILROADS.	TONS OF FREIGHT CARRIED.			Average distance haul of one ton, miles.	TONS CARRIED ONE MILE.			AVERAGE RATE PER TON PER MILE.		Average cost per ton per mile to move freight.	Percentage of freight between points in Iowa.
	Through.	Local.	Total.		Through.	Local.	Total.	Through.	Local.		
Ames & College	1,396,673	446,993	1,843,666	162.8	244,371,907	50,979,280	295,351,187	0.0066	0.1459	0.0076	22.45
Burlington, Cedar Rapids & Northern	79,480	343	78,233	21	1,634,190	4,835	1,639,025	0.1722	0.0867	0.1747	0.1662
Albia & Centerville			9,203,303	185.992						0.0959	
Chicago, Burlington & Quincy			244,995	78.40			10,222,784			0.1292	
Chicago, Burlington & Kansas City			1,222,501	86.05			106,107,946			0.1183	
Kansas City, St. Louis & Council Bluffs			1,197,081	111.2			135,330,407			0.0653	
St. Louis, Keokuk & Northwestern		26,990	26,990	34		924,223	324,223		0.0251	0.0653	
Chicago, Iowa & Dakota	28,298	2,170	30,468	140.65		24,210	353,016		0.051	0.09	0.091
Chicago, Milwaukee & St. Paul	2,897,233	9,374,472	12,271,705	193.08	590,233,314	1,788,237,167	2,378,470,481	0.0746	0.118	0.026	0.0046
Chicago & Northwestern	5,634,819	11,169,017	16,803,836	142	951,978,709	1,238,500,060	2,247,478,769	0.0890	0.12	0.05	0.0057
Chicago, Rock Island & Pacific	2,932,459	3,539,204	6,471,663	200.454	735,001,675	574,238,003	1,309,239,678	0.0890	0.1218	0.1039	0.0712
Chicago Great Western			1,388,508	304.9			484,337,569		0.0562	0.0770	0.0629
Chicago, St. Paul, Minneapolis & Omaha	439,094	1,128,994	3,668,088	163.15	159,261,926	325,065,643	585,327,573		0.1113	0.1113	
Chicago, Santa Fe & California			2,408,571	220.06			530,030,154		0.0989	0.0711	0.1
Crooked Creek											
Des Moines, Northern & Western	110,308	76,132	186,440	34.821	4,544,451	1,947,622	6,492,073	0.0546	0.0744	0.0305	
Dubuque & Sioux City	37,040	807,299	844,339	162.04	9,938,364	126,880,115	136,818,479	0.1033	0.1111	0.1109	
Humboldt & Shenandoah			99,282	70			6,940,099			0.1438	
Iowa Central	623,215	732,354	1,355,569	125	90,300,779	79,399,960	169,700,739	0.0832	0.0976	0.0911	0.0008
Iowa Northern		187,765	187,765	3		563,355	563,355		0.0333	0.0333	100.00
Keokuk & Western				22.94						0.1779	0.0759
Mason City & Ft. Dodge				27.26						0.192	0.1992
Minneapolis & St. Louis			106,889	90	914,704	1,999,294	2,913,998	0.0494	0.0299	0.0355	68.61
Omaha & St. Louis			1,215,835	61.43			104,423,480			0.133	0.0709
Prairie du Chien & McGregor			548,066	61.43			33,669,355			0.0533	0.0612
Sioux City & Northern											
Sioux City & Pacific	424,554	35,141	459,695	67	17,828,949	851,512	18,680,461	0.1021	0.0363	0.132	0.0444
Tabor & Northern	5,676		5,676	41	45,406		45,406	0.12		0.12	8.4
Union Pacific											
Wabash			7,036,387	200.2			1,409,033,492			0.0683	0.0550
Winona & Southwestern											15
Mississippi River Railroad & Toll Bridge Co. Des Moines Union											
NARROW GAUGE ROADS.											
Burlington & Northwestern			69,678	21.639			1,507,749			0.0811	
Burlington & Western											
Des Moines & Kansas City											
Total	13,701,910	27,600,238	68,457,551		2,806,377,180	4,246,709,234	12,414,157,827				

*East of Missouri river.

TABLE NO. XL-CAR MILEAGE.

RAILROADS.	MILES RUN.				Total freight car mileage.	PERCENTAGE OF EMP-TIES HAULED OF ALL FREIGHT CARS HAULED		SPEED OF TRAINS IN IOWA.	
	BY LOADED FREIGHT CARS.		BY EMPTY FREIGHT CARS.			East and south.	West and north.	Passenger.	Freight.
	East and south.	West and north.	East and south.	West and north.					
Ames & College	14,605,769	16,152,858	5,386,145	2,888,176	39,032,048	26.94	15.16	30	15
Burlington, Cedar Rapids & Northern.	18,970	85,326	62,210	3,077	108,583	76.63	2.38	10	10
Albia & Centerville	117,736,806	117,736,806	37,277,021	37,277,021	310,027,654			27	14
Chicago, Burlington & Quincy	4,288,333	4,288,334	1,220,476	1,220,476	11,017,619			25	12
Chicago, Burlington & Kansas City									
Kansas City, St. Jo & Council Bluffs									
St. Louis, Keokuk & Northwestern									
Chicago, Ft. Madison & Des Moines	21,938	21,469	5,640	5,773	55,029			23	15
Chicago, Iowa & Dakota	121,314,250	105,370,688	33,286,414	40,346,940	309,300,292			20	20
Chicago, Milwaukee & St. Paul.	104,908,110	103,194,923	38,985,241	40,269,344	297,277,618	21.52	32.13	21	12
Chicago & Northwestern	83,643,349	62,622,935	18,446,599	23,878,586	171,588,740	27.03	32.76	23	13
Chicago, Rock Island & Pacific.	20,755,625	17,936,301	4,263,703	6,714,589	49,692,218	21.67	27.60	28	15
Chicago Great Western	23,214,672	24,884,303	9,231,556	6,207,850	70,588,481	17.04	27.21	30	18
Chicago, St. Paul, Minneapolis & Omaha	29,286,148	22,910,121	5,771,221	12,720,726	70,588,216	26.13	17.69	28	15
Chicago, Santa Fe & California						16.00	35.00	29	19
Crooked Creek									
Des Moines, Northern & Western.	351,549	381,775	130,192	93,289	956,805	27.00	19.60		
Dubuque & Sioux City	6,952,354	8,457,743	2,987,953	1,776,905	20,174,855	30.00	17.00	27	11
Humboldt & Shenandoah	165,879	432,498	306,159	80,909	985,345	65.00	15.00	25	9
Iowa Central	4,583,608	7,935,294	4,209,189	1,389,438	18,137,529	49.00	15.00	24	10
Iowa Northern		17,778		17,778	71,112	100.00	100.00		10
Keokuk & Western	565,169	965,730	463,522	193,450	2,127,891	45.00	17.00		
Mason City & Ft. Dodge.	137,053	116,819	56,715	95,106	424,095	21.00	21.00	24	14
Minneapolis & St. Louis.	4,948,149	5,037,041	1,316,214	1,275,218	12,576,622	21.00	20.20	28	9
Omaha & St. Louis.	922,463	1,313,432	668,457	256,053	3,162,615	42.00	16.40	21	12
Prairie du Chien & McGregor.									
Sioux City & Northern	17,494	17,495	17,494	17,495	69,978			27	8
Sioux City & Pacific	1,274,840	976,666	605,501	502,424	3,369,451	32.20	33.97	29	20
Tabor & Northern									
Union Pacific.	57,351,222	57,351,232	24,191,667	24,191,667	163,085,798			25	15
Wabash.									
Winona & Southwestern.									
Mississippi River R. & Toll Bridge Co.									
Des Moines Union.									
NARROW GAUGE ROADS.									
Burlington & Northwestern.									
Burlington & Western.	153,947	118,338	47,639	77,443	397,307			18	12
Des Moines & Kansas City									
Total.	583,315,436	562,267,855	188,983,685	220,500,695	1,554,967,641				

TABLE No. XLI—TONNAGE—ENTIRE LINE.

PRODUCTS OF AGRICULTURE.

RAILROADS.	Grain.	Flour.	Other mill products.	Hay.	Tobacco.	Cotton.	Fruit and vegetables.	Grass seed.	Broom corn.	Butter, eggs and cheese.
Ames & College.....										
Burlington, C. R. & N.....	352,663	88,366	13,140	79,817			29,085	29,854		14,706
Albia & Centerville.....	719	119	20	200			129			
Chicago, Burlington & Q.....										
Chicago, B. & K. O.....										
K. C., St. Jo. & O. B.....										
St. Louis, K. & N.-W.....										
C., Ft. M. & D. M.....	2,683	147					283	19		396
Chicago, Iowa & Dakota.....	4,435	423		361			310			106
Chicago, M. & St. P.....	2,829,851	429,704	156,201	151,404	29,365		110,529	140,617		102,638
Chicago & Northwestern.....	1,786,845	232,483	168,928	125,494	17,487	542	241,056			47,148
Chicago, R. I. & P.....	1,331,592	149,059	67,326	102,934			75,001	22,989	4,165	22,766
Chicago Great Western.....	456,691	134,329	37,532	14,648	201	2	23,640	27,230		10,646
Chicago, St. P., M. & O.....	937,531	265,217	113,620	74,049	195	434	38,721			
Chicago, Santa Fe & O.....	707,371	28,963	10,788	13,055		28	35,988			
Crooked Creek.....	1,823	11		122						
Des Moines, N. & W.....	53,135	2,883	141	8,883			117		45	49
Dubuque & Sioux City.....	189,114	12,982	11,979	13,487	193		9,661	7,365		
Humeston & Shenandoah.....	4,403	1,145		178			516	100		710
Iowa Central.....	185,261	9,818	1,363	14,975			9,065			
Iowa Northern.....										
Keokuk & Western.....	14,275	4,475	30	6,302	37		780			881
Mason City & Ft. Dodge.....	15,113	1,577		2,510			10	1,423		78
Minneapolis & St. Louis.....	268,429	78,085	19,456	32,994			15,136			
Omaha & St. Louis.....	204,718	1,369		843			4,728			
Prairie du Chien & McG.....										
Sioux City & Northern.....	80,850	8,829	11,275	172			4,170			
Sioux City & Pacific.....	122,331	5,101	3,825	9,914	403		5,028			320
Tabor & Northern.....										
Union Pacific.....										
Wabash.....	1,455,217	150,814	105,923	40,161	8,884	51,054	111,444			
Winona & Southwestern.....										
Miss. River R. R. & T. B. Co										
Des Moines Union.....										
NARROW GAUGE ROADS.										
Burlington & Northwest'n.										
Burlington & Western.....										
Des Moines & Kansas City.....	6,661	2,460		279			177			
Total.....	11,011,712	1,608,361	719,547	692,781	56,765	52,060	715,572	229,597	4,210	300,444

REPORT OF RAILROAD COMMISSIONERS.

TABLE No. XLII.—TONNAGE—ENTIRE LINE—CONTINUED.

RAILROADS.	PRODUCTS OF ANIMALS.					PRODUCTS OF MINES.						
	Live stock.	Dressed meat.	Other pack- ing house products.	Poultry, game and fish.	Wool.	Hides and leather.	Anthracite coal.	Bituminous coal.	Coke.	Ores.	Stone, sand, etc.	Salt.
Ames & College.....	131,783	17,843					42,444	311,740			49,449	
Burlington, Cedar Rapids & Northern.....	119						409	69,337	75		163	
Albia & Centerville.....												
Chicago, Burlington & Quincy.....												
Chicago, Burlington & Kansas City.....												
Kansas City, St. Jo. & Council Bluffs.....												
St. Louis, Keokuk & Northwestern.....	3,863	174		25	37	41	37	420				176
Chicago, Ft. Madison & Des Moines.....	9,038			200		80	1,224	5,498			4,800	306
Chicago, Iowa & Dakota.....	608,599	98,531	64,104	6,933	5,149	30,478	418,699	984,626	184,681	90,092	484,378	68,939
Chicago, Milwaukee & St. Paul.....	583,397	72,763	49,183	8,379	4,534	30,685	521,912	1,411,707	135,692	4,199,713	591,789	91,073
Chicago & Northwestern.....	582,369	67,632	11,321	14,685	4,534	16,289	189,498	1,093,597	13,002	66,342	348,253	46,137
Chicago, Rock Island & Pacific.....	129,737	35,727	11,413	1,767	732	8,956	27,615	136,250	2,505	2,123	20,863	11,071
Chicago Great Western.....	137,546	7,459	20,575	3,144	618	3,019	154,386	251,666	6,206	1,784	147,800	
Chicago, St. Paul, Minneapolis & Omaha.....	294,724		40,040	4,118	11,143	4,669				45,862	186,823	3,928
Omaha, Santa Fe & California.....	112					202		1,572			6,745	15
Orion & Great Northern.....	17,552	239	408	184		221	3,512	22,698			1,800	1,238
Des Moines Northern & Western.....	92,839	3	7,720	1,074	63	1,972	33,185	136,976	623		34,727	8,417
Dubuque & Sioux City.....	11,286					60		63,304			2,292	562
Humeston & Shenandoah.....	58,182	2,363	2,050	136	7	595	31,011	765,811	1,501		35,934	4,477
Iowa Central.....												
Iowa Northern.....												
Keokuk & Western.....	20,725	477	370	522	148	87	199	113,724			10,865	436
Mason City & Ft. Dodge.....	2,228		36				1,331	59,838			2,794	
Minneapolis & St. Louis.....	23,541	792	3,071	36	187	1,111	28,279	90,003	2,078	839	20,226	1,191
Omaha & St. Louis.....	33,116		10,089	421			4,153	195,612	29,611	375	1,891	
Prairie du Chien & McGregor.....												
Sioux City & Northern.....	13,510	307	4,191	120	93	342	12,102	12,841	1,182		28,486	
Sioux City & Pacific.....	44,570	444	8,171	594	40	585	12,943	73,460	694	206	12,532	1,422
Tabor & Northern.....												
Union Pacific.....												
Wabash.....	485,580	104,247	63,934		5,560	18,660	137,798	1,505,272	44,562	20,927	177,136	
Winona & Southwestern.....												
Mississippi River Railroad & Toll Bridge Co.....												
Des Moines Union.....												
NARROW GAUGE ROADS.												
Burlington & Northwestern.....												
Burlington & Western.....	19,255											
Des Moines & Kansas City.....								3,793				1,450
Total.....	3,206,941	390,581	314,520	33,919	36,764	117,055	1,560,949	7,845,617	422,412	4,438,163	2,169,826	240,838

TABLE No. XLIII—TONNAGE—ENTIRE LINE—CONTINUED.

RAILROADS.	FOREST PRODUCTS.			MANUFACTURES.							
	Lumber.	Ties, logs and cord wood.	Telegraph, telephone and electric light poles.	Petroleum and other oils.	Sugar.	Iron—pig and bloom.	Iron and steel rails.	Other cast-ings and machinery.	Bar and sheet metal.	Cement and lime.	Brick and tile.
Ames & College.	229,760						40,076			34,485	28,515
Burlington, Cedar Rapids & Northern.	5,675						15	65		95	
Albia & Centerville.											
Chicago, Burlington & Quincy.											
Chicago, Burlington & Kansas City.											
Kansas City, St. Jo. & Council Bluffs.											
St. Louis, Keokuk & Northwestern.	5,412	1,178	110	19	92		5,521	2,310		19	
Chicago, Ft. Madison & Des Moines.	4,090	166		74		42				576	417
Chicago, Iowa & Dakota.	1,677,677		360,632	157,280		134,631	43,074	181,593	22,065	326,199	
Chicago, Milwaukee & St. Paul.	1,407,540	526,978			39,943	111,963	175,943	105,104	240,960	175,042	183,908
Chicago & Northwestern.	1,577,938	41,873		88,483	71,906		100,461	117,916		121,289	331,168
Chicago, Rock Island & Pacific.	179,974	27,134		22,691	11,398	2,651	5,127	11,029	13,660	17,713	
Chicago, St. Paul, Minneapolis & Omaha.	652,599			33,016	8,398	18,799	8,237	20,158	3,084	94,896	
Chicago, Santa Fe & California.	166,217			36,948	10,076	10,695	18,920	23,531	27,445		71,965
Crooked Creek.		112					34	45			1,300
Des Moines Northern & Western.	12,293	903		5,188	3,360			1,081		10,493	910
Dubuque & Sioux City.	90,745			12,425	8,957	334	814	6,491	2,470	25,732	2,400
Humboldt & Shenandoah.	5,492	955		290						255	1,228
Iowa Central.	59,740			6,397	4,013	1,838	2,830	2,574	472	23,080	6,921
Iowa Northern.											
Keokuk & Western.	30,400	714	2,795	494				518		605	
Mason City & Ft. Dodge.	9,204	780								1,696	
Minneapolis & St. Louis.	303,872			6,013			13,931	15,341	7,174	127,879	
Omaha & St. Louis.	32,647	10,883		6,725	2,754			9,363		5,917	
Prairie du Chien & McGregor.											
Sioux City & Northern.	20,252			1,760	2,771	2,783	116	1,852	116	5,446	
Sioux City & Pacific.	59,524	15,464		2,565	1,780	128	14	895	741	1,612	22,080
Tabor & Northern.											
Union Pacific.											
Wabash.	441,231			70,153	48,150	38,338	49,080	69,516		158,720	
Winona & South-Western.											
Mississippi River R. & Toll Bridge Co.											
Des Moines Union.											
NARROW GAUGE ROADS.											
Burlington & Northwestern.											
Burlington & Western.											
Des Moines & Kansas City.	7,289			292						458	
Total.	5,980,988	627,140	363,557	637,601	213,678	322,198	464,193	569,772	318,187	1,132,694	651,892

TABLE No. XLIV—TONNAGE—ENTIRE LINE—CONCLUDED.

RAILROADS.	MANUFACTURES.						Total tonnage— entire line.	Originating on this road.	Received from other roads.
	Agricultural implements.	Wagons, car- riages, tools, etc.	Wines, liquors and beer.	Household goods and furniture.	Merchandise.	Miscellaneous.			
Ames & College.....									
Burlington, Cedar R. & N.	39,669	7,880		20,030	114,148	187,213	1,813,668	944,374	869,294
Albia & Centerville.....	95			130	365	1,003	78,823	60,511	18,312
Chicago, Burlington & Q.							*9,203,303		
Chi., Burlington & K. C.									
K. C., St. Jo. & C. B.									
St. L., K. & N. W.									
Chi., Ft. Mad. & Des M.	103			83	3,275	571	26,999	15,457	11,542
Chi., Iowa & Dakota.....	64			150	2,364	2,773	30,465	15,430	15,035
Chi., Milwaukee & St. P.	93,734	30,945	344,014	37,313	978,447	889,665	12,261,705	10,542,801	1,718,904
Chi. & Northwestern.....	194,424	134,706	177,723	113,677	1,135,062	584,632	15,823,836	12,536,797	3,287,039
Chi., Rock Island & Pac.	68,337	30,595	34,100	36,816	720,677	55,368	6,531,663		
Chi. Great Western.....	7,961	3,938	9,108	9,014	101,225	71,265	1,587,598	1,203,389	384,209
Chi., St. Paul, Minn. & O.	18,891	5,345	18,618	22,007	244,247	337,591	3,650,868	2,938,247	712,621
Chi., Santa Fe & Cal.....	32,870	22,406	24,187	16,740	257,012	23,869	2,408,571	1,169,372	1,239,199
Crooked Creek.....				81	357	112	13,703	11,994	1,709
Des Moines, Northern & W	1,810	2,128	529	602	32,393	1,594	186,440	130,761	55,679
Dubuque & Sioux City.....	5,116	1,810	3,484	4,730	26,867	89,584	844,339	509,312	335,027
Hurleston & Shenandoah..	141				3,486	2,885	99,232		
Iowa Central.....	12,157	2,804	3,828	7,074	65,802	32,890	1,355,569	918,323	437,246
Iowa Northern.....							187,785	187,785	
Keokuk & Western.....	811		246	520	3,913	14,495	229,406	202,129	27,276
Mason City & Ft. Dodge.....			461		2,300	5,074	106,889	87,587	19,302
Minneapolis & St. Louis..	14,920	3,773	9,139	3,494	78,634	47,089	1,215,835	726,030	489,805
Omaha & St. Louis.....	2,502	1,626	1,080		42,971		603,983	82,927	521,056
Prairie du Chien & McG.									
Sioux City & Northern.....	1,068	542	1,083	1,346	9,686	10,730	238,926	145,346	93,580
Sioux City & Pacific.....	2,487	2,708	2,368	4,844	34,039	6,043	459,695	143,356	316,339
Tabor & Northern.....						5,675	5,675	3,953	2,322
Union Pacific.....									
Wabash.....	20,838	14,071	57,317	16,004	486,480	999,316	7,095,387		
Winona & Southwestern.....									
Miss. R. R. & T. B. Co.									
Des Moines Union.....									
NARROW GAUGE ROADS.									
Burlington & N. W.									
Burlington & Western.....									
Des Moines & Kansas City	556			8,977	10,393	7,630	69,660	57,062	12,598
Total.....	519,454	265,277	687,285	304,232	4,354,193	3,327,157	66,071,075	32,632,343	10,568,097

*East of Missouri River.

TABLE No. XLV—TONNAGE—STATE OF IOWA.

	PRODUCTS OF AGRICULTURE.										PRODUCTS OF ANIMALS.					
	Grain.	Flour.	Other mill products.	Hay.	Tobacco.	Cotton.	Fruit and vegetables.	Grass seed.	Broom corn.	Butter, eggs and cheese.	Live stock.	Dressed meat.	Other pack- ing house products.	Poultry, game and fish.	Wool.	Hides and leather.
Ames & College	351,755	86,134	12,996	79,772			28,902	20,769		14,516	130,496		17,792			
Burlington, Cedar Rapids & N.	719	119	20	200			129				119					
Albia & Centerville																
Chicago, Burlington & Quincy																
Chicago, Burlington & Kansas C																
Kansas City, St. Jo. & Council B.																
St. L., Keokuk & Northwestern.	2,683	147					283	19		386	3,863	174		25	37	46
Chicago, Ft. Madison & Des M.	4,435	423		361			310			106	2,038				200	80
Chicago, Iowa & Dakota	764,060	116,020	42,174	40,879	7,928		29,843	37,967		27,713	164,322	26,003	17,308		1,300	7,955
Chicago, Milwaukee & St. Paul.	470,240	18,893	14,524	62,404	116		24,333			6,753	242,001	26,944	26,226		1,300	4,295
Chicago & Northwestern	712,839	108,092	27,058	60,655			52,172	21,562	3,001	13,541	290,801	60,213	10,205		3,972	12,571
Chicago, Rock Island & Pacific	382,897	131,455	23,253	6,113	111		22,365	26,680		8,069	75,425	7,216	3,865		627	7,431
Chicago Great Western	62,891	4,356	8,514	1,355			7,454				23,128	1,549	4,321		74	55
Chicago, St. Paul, Minneapolis & O	434,947	10,569	536	3,092			17,366				132,349		20,587		605	2,458
Chicago, Santa Fe & California.	1,823	11		122							312				6	202
Crooked Creek.	53,136	2,883	141	8,883			117		45	49	17,562	230	408		184	221
Des Moines, Northern & Western.	189,114	12,981	11,977	13,487	193		9,660	7,365		710	92,830	3	7,720		1,074	1,972
Dubuque & Sioux City.	4,403	1,145		178			516				11,286				63	60
Bumstead & Shenandoah.							4,079				43,918	279	1,577		7	505
Iowa Central.	126,164	7,449	1,343	11,839												
Iowa Northern.																
Keokuk & Western*	7,137	2,257	15	3,151	18		300			440	10,362	238	185		261	43
Mason City & Fort Dodge.	15,113	1,577		2,510			10	1,433		78	2,228	36	36			
Minneapolis & St. Louis	58,957	10,701	4,723	32,073			2,034				10,565	109	109			384
Omaha & St. Louis	195,006	467		835			4,397				21,755		10,089		142	
Prairie du Chien & McGregor																
Sioux City & Northern	79,400	8,617	11,004	168			4,070				13,175	300	4,087		117	91
Sioux City & Pacific.	37,713	4,603	3,652	9,130	399		4,470			66	21,928	444	7,515		504	40
Sioux City & Northern																85
Tabor and Northern																
Union Pacific																
Walsh.	46,380	3,770	2,648	1,004	222	1,976	2,786				12,139	2,006	1,508		139	466
Winona & Southwestern																
Miss. River R.R. & T. Bridge Co.																
Des Moines Union.																
NARROW GAUGE ROADS.																
Burlington & Northwestern.																
Burlington & Western																
Des Moines & Kansas City.	6,327	2,345		264			167				18,291					
Total.....	4,028,157	535,044	164,578	357,446	8,987	1,276	215,913	124,794	3,046	72,437	1,341,890	126,808	133,628	12,867	15,841	36,256

* Estimated.

TABLE NO. XLVI.—TONNAGE—STATE OF IOWA—CONTINUED.

RAILROADS.	PRODUCTS OF MINES.					FOREST PRODUCTS.			MANUFACTURES.						
	Anthracite coal.	Bituminous coal.	Coke.	Ores.	Stone, sand, like products.	Salt.	Lumber.	Ties, cord wood, and other.	Telephone, telegraph, and electric light poles.	Petroleum and other oils.	Sugar.	Iron—pig and bloom.	Iron and steel rails.	Other cast-ings and machinery.	Bar and sheet metal.
Ames & College	42,444	311,036		48,070			228,922						40,025		
Burlington, Cedar Rapids & Northern.	409	69,337	75		163		5,675						15	65	
Albia & Centerville.															
Chicago, Burlington & Quincy															
Chicago, Burlington & Kansas City.															
Kansas City, St. Jo. & Council Bluffs.															
St. Louis, Keokuk & Northwestern.															
Chicago, Ft. Madison & Des Moines.	37	420				170	5,412	1,178	110		92		5,521	2,310	
Chicago, Iowa & Dakota.	1,224	5,496			4,800	308	4,060	166		74		43			
Chicago, Milwaukee & St. Paul.	113,049	290,449	49,864	26,998	130,782	18,613	452,973	97,376		42,406		36,350	11,630	49,030	5,057
Chicago & Northwestern.	5,547	573,691	664	2,013	50,218	3,128	223,453	28,005		8,907	14,500	3,414	1,221	6,395	9,894
Chicago, Rock Island & Pacific.	58,491	719,807	6,486	41,229	48,765	22,633	316,413	30,888		54,939	27,697	51,949	56,639	14,023	
Chicago Great Western.	2,463	108,622	2,821	1,835	10,963	8,210	145,864	13,797		21,882	10,565	2,191	5,108	9,585	12,829
Chicago, St. Paul Minneapolis & Omaha.	2,693	9,622	68	8,502	2,083		6,432			3,186		120		445	84
Chicago, Santa Fe & California.		13,046			75	15	57,841	112		18,200		4,012	16,000	10,530	9,255
Crooked Creek.															
Des Moines, Northern & Western.	3,512	22,658			6,745	15	57,841	112		5,188	3,360			24	45
Dubuque & Sioux City.	33,185	136,976	623		1,800	1,208	12,283	903		12,425	8,967	334	814	6,491	2,471
Humeston & Shenandoah.		53,304			2,292	592	5,482	955		290					
Iowa Central.	14,377	590,053	538		24,372	3,433	56,611			4,529	3,431	576	2,297	2,010	145
Iowa Northern.		137,785													
Keokuk & Western.	100	56,862			5,432		15,200	387	1,407	247				259	
Mason City & Ft. Dodge.	1,331	59,838			2,794	436	9,204	780						1,641	
Minneapolis & St. Louis.	3,537	53,129			2,990		102,232	2,024		1,062				8,103	
Omaha & St. Louis.	3,180	188,731	29,611	375	1,694	568	22,376	7,618		5,714	2,754				
Prairie du Chien & McGregor.															
Sioux City & Northern.	11,840	12,553	1,154		27,803	400	19,766			1,717	2,674	2,721	113	1,817	113
Sioux City & Pacific.	5,983	60,121	599	78	1,547	973	52,760	15,020		2,187	1,844	108	14	1,552	307
Tabor & Northern.															
Union Pacific.															
Wabash.	3,194	39,882	1,114	523	4,428		11,034			1,753	1,205	958	1,227	1,738	
Winona & Southwestern.															
Mississippi River R. R. & Toll Bridge Co.															
Des Moines Union.															
NARROW GAUGE ROADS.															
Burlington & Northwestern.															
Burlington & Western.															
Des Moines & Kansas City.		3,593			1,377	6,924				277					
Total.	326,206	3,555,213	93,117	129,614	389,287	70,528	1,852,311	189,177	1,517	185,147	76,897	50,826	135,969	165,742	55,978

*Estimated.

TABLE NO. XLVII—TONNAGE—STATE OF IOWA—CONCLUDED.

RAILROADS.	MANUFACTURES.						Total tonnage Iowa.	Originating on this road.	Received from other roads.	Total tonnage
	Cement and lime.	Brick and tile.	Agricultural implements.	Wagons, carriages, tools, etc.	Wines, liquors and beer.	Household goods and furniture.				
Ames & College.....	34,476	28,925	30,492	7,880		19,690	1,802,113	815,882	986,251	1,913,698
Burlington, Cedar Rapids & Northern.....	68		35			130	78,823	60,511	18,312	78,823
Albia & Centerville.....										
Chicago, Burlington & Quincy.....										
Chicago, Burlington & Quincy City.....										
St. Louis, Keokuk & Northwestern.....	19		103			83	20,999	15,457	11,542	38,999
Chicago, Ft. Madison & Des Moines.....	576	417	64			130	30,465	15,480	15,033	30,465
Chicago, Iowa & Dakota.....	88,074	20,880	25,308	8,355	92,884	10,074	3,310,608	2,846,358	464,102	12,381,705
Chicago, Milwaukee & St. Paul.....	13,369	37,796	43,851	17,998	2,844	29,862	2,052,021	1,739,727	312,294	13,823,846
Chicago & Northwestern.....	48,361	10,581	7,458	17,860	10,808	21,712	3,371,545	936,999	314,240	6,531,663
Chicago, Rock Island & Pacific.....				3,670	5,442	7,365	1,251,239	149,547	44,466	1,588,598
Chicago Great Western.....	8,821	1,417	1,417	405	1,254	2,411	194,013	29,096	888,429	3,050,868
Chicago, St. Paul, Minn. & Omaha.....				3,242	6,561	10,907	918,125	13,703	1,709	2,408,571
Chicago, Santa Fe & California.....						81	13,703	11,994		13,703
Crooked Creek.....	187	1,300								
Des Moines, Northern & Western.....	10,483	910	1,810	2,128	529	602	186,440	180,761	55,679	186,440
Dubuque & Sioux City.....	25,752	2,400	5,116	1,810	3,484	4,726	838,891	479,573	359,317	844,339
Humeston & Shenandoah.....	255	1,228	141				99,182			99,182
Iowa Central.....	10,956	4,083	7,082	1,655	1,914	6,382	1,024,746	681,133	343,613	1,355,569
Iowa Northern.....							187,785	187,785		187,785
Keokuk & Western.....	362		405		123	260	114,704	101,065	13,639	229,408
Mason City & Fort Dodge.....	1,696					461	106,889	87,587	19,302	106,889
Minneapolis & St. Louis.....				331		1,310	387,513	275,648	111,865	1,215,835
Omaha & St. Louis.....	4,630	49,778	2,682	1,425	888		548,066	48,540	439,526	603,963
Prairie du Chien & McGregor.....										
Sioux City & Northern.....	2,701	2,523	1,921	400	823	556	263,317	141,972	91,345	238,926
Sioux City & Pacific.....	961	21,641	2,312	1,964	1,629	3,907	298,065	111,808	186,257	459,695
Tabor & Northern.....							5,675		2,322	5,675
Union Pacific.....										
Wabash.....	3,968		522	352	1,432	400	175,910			7,036,387
Winona & Southwestern.....										
Mississippi River R. & T. B. Co.....										
Des Moines Union.....										
NARROW GAUGE ROADS.										
Burlington & Northwestern.....										
Burlington & Western.....										
Des Moines & Kansas City.....	435		525			8,538	66,177	54,003	11,974	69,677
Total.....	256,167	201,323	164,188	59,475	131,756	129,196	17,323,086	8,925,210	4,751,219	56,868,849

*Estimated.

TABLE No. XLVIII—CONSUMPTION OF FUEL BY LOCOMOTIVES—
STATE OF IOWA.

RAILROADS.	Tons of bituminous coal.	Cords of hard wood.	Cords of soft wood.	Total fuel—Tons.	Miles run.	Average pounds consumed per mile.	AVERAGE PRICE OF		
							Soft coal per ton.	Hard wood per cord.	Soft wood per cord.
Ames & College.									
Burlington, Cedar Rapids & North'n Albia & Centerville.	170,195		3,350	171,870	4,094,228	83.95	1.63		1.25
Chicago, Burlington & Quincy.	* 960,536	11,005		971,541	22,277,399	87.22	1.36	1.50	
Chicago, Burlington & Kansas C.	20,597		138	20,666	480,932	85.93	1.40		1.68
Kansas City, St. Jo. & Council B.									
St. Louis, Keokuk & Northwest'n	† 56,238	533	115	56,650	1,372,182	82.57	1.73	2.44	.85
Chicago, Ft. Madison & Des Moines.	2,100		25	2,115	97,630	43.00	2.00		4.00
Chicago, Iowa & Dakota.	2,529			2,529	44,270	114.50	3.40		
Chicago, Milwaukee & St. Paul.	335,912		8,328	340,076	8,669,469	78.45	2.01		1.77
Chicago & Northwestern.	442,564	3,228	6,454	447,943	9,534,917	93.96	1.82	2.43	
Chicago, Rock Island & Pacific.	269,354	6,085		273,411	7,571,836	73.22	1.62	2.70	
Chicago Great Western.	125,735		1,989	127,047	2,349,135	108.17	1.84		2.56
Chicago, St. Paul, Minn. & Omaha.	17,008		567	17,292	450,242	76.81	2.92		.94
Chicago, Santa Fe & California.	14,427	355		14,664	321,800	91.00	1.55		2.11
Crooked Creek.	967			967	16,000	121.00	1.80		
Des Moines, Northern & Western.	11,984		325	12,309	340,719	70.00			
Dubuque & Sioux City.	108,908	3,599		111,308	2,483,234	89.65	1.02	2.57	
Humeston & Shenandoah.	7,451			7,451	187,870	79.32	1.75		
Iowa Central.	77,981	1,585		79,038	1,806,569	87.50	1.44	1.92	
Iowa Northern.	1,000	50		1,075	10,016	214.00	2.00	4.00	
Keokuk & Western.									
Mason City & Ft. Dodge.	4,478		61	4,709	146,886	64.11	1.99		2.23
Minneapolis & St. Louis.	13,939		412	14,165	428,439	66.13	2.75		2.00
Omaha & St. Louis.	19,227	279		19,367	284,709	136.40	1.90	1.75	
Prairie du Chien & McGregor.									
Sioux City & Northern.	7,634			7,634	186,194	85.00	4.20		
Sioux City & Pacific.	17,154		651	17,480	410,251	85.22	2.37		3.02
Tabor & Northern.	589		16	606	12,240	99.04	2.60		2.25
Union Pacific.									
Wabash.	† 714,304	10,966		725,270	16,909,184	85.00	1.10	1.75	
Winona & Southwestern.									
Miss. Riv. Rail'd & Toll Bridge Co.									
Des Moines Union.									
NARROW GAUGE ROADS.									
Burlington & Northwestern.	1,195	17		1,212	45,202	53.64	1.55	2.00	
Burlington & Western.	5,307	34		5,341	157,698	67.74			
Des Moines & Kansas City.	7,130	100		7,197	186,835	186.00	1.90	1.75	
Total.	3,417,663	37,936	22,411	3,448,624	80,876,136		\$2.00	\$2.50	\$2.00

*East of Missouri River.

†Entire line.

TABLE NO. XLIX—TONNAGE CROSSING MISSISSIPPI AND MISSOURI RIVER BRIDGES, YEAR ENDING JUNE 30, 1898.

RAILROADS.	MISSISSIPPI RIVER—TONS.				MISSOURI RIVER—TONS.			
	Location of bridge.	East bound.	West bound.	Total.	Location of bridge.	East bound.	West bound.	Total.
Burlington, Cedar Rapids & Northern	Davenport	4,283	10,081	14,314	{ Nebraska City	112,947	49,183	162,130
Chicago, Burlington & Quincy	Burlington	1,197,095	1,208,680	2,405,774	{ Plattsmouth	1,058,557	624,917	1,683,474
Chicago, Milwaukee & St. Paul	{ McGregor	321,629	228,635	550,304	* Omaha			
Chicago & Northwestern	{ Savannah	1,030,821	872,223	1,903,044				
Chicago, Rock Island & Pacific	Clinton	1,331,844	663,061	1,994,905	* Omaha			
Chicago Great Western	Davenport	1,292,766	968,690	2,261,455				
Chicago, St. Paul, Minneapolis & Omaha	Dubuque	627,136	250,478	877,614	Sioux City	199,902	186,934	386,836
Chicago, Santa Fe & California	Fort Madison	459,551	366,067	825,658				
Dubuque & Sioux City	Dubuque	288,714	290,770	579,484	Blair	53,528	84,255	137,783
Iowa Central	Keithsburg	175,978	196,520	372,507	Omaha	647,075	405,389	1,052,462
Sioux City & Pacific								
Union Pacific	{ Burlington	3,814	81,687	85,511				
Toledo, Peoria & Western	{ Keokuk	16,272	16,493	32,764				
Totals		6,749,913	5,153,351	11,905,264		* 2,072,007	* 1,350,678	* 3,422,685

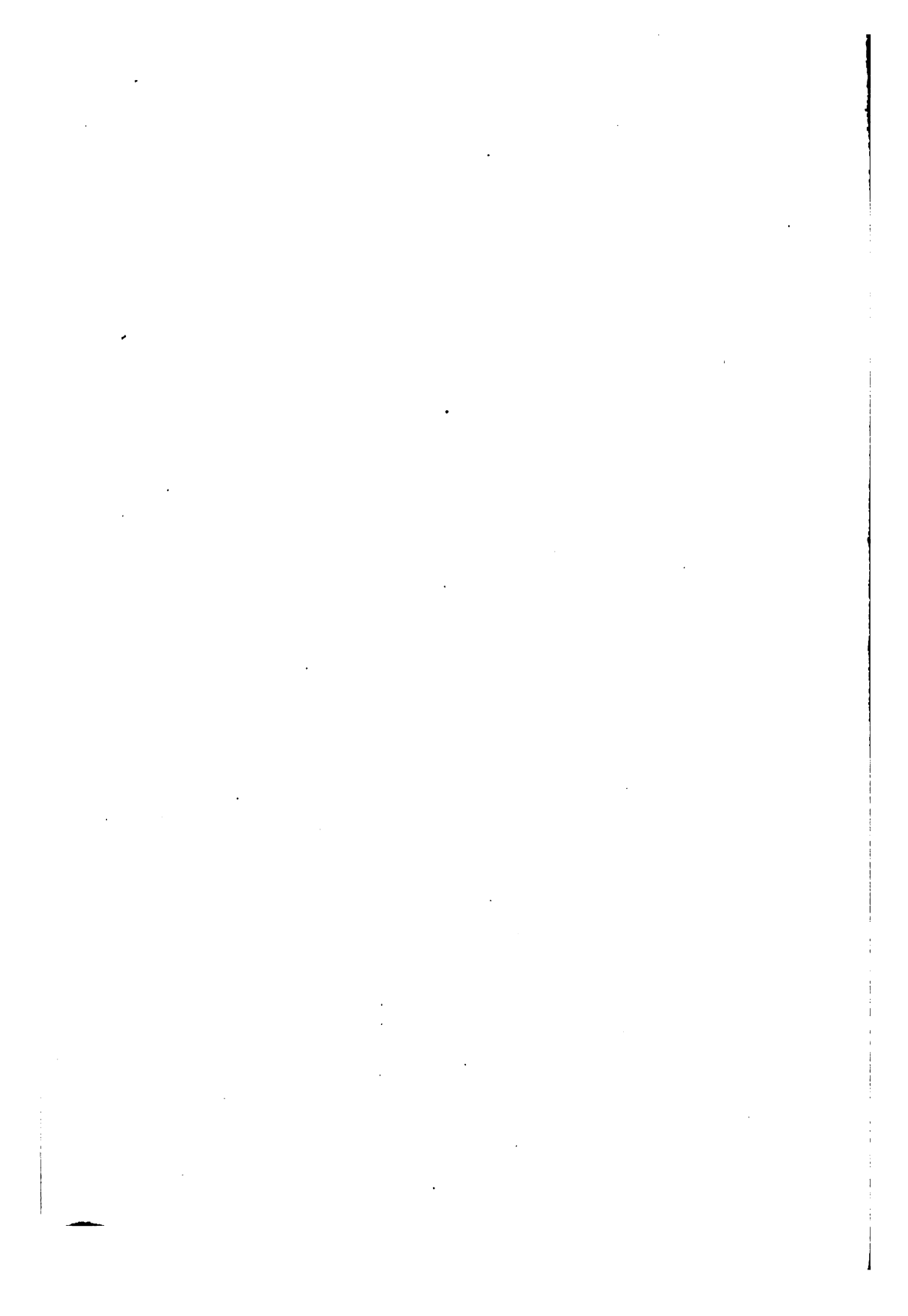
*For total Missouri river tonnage, see page 14.

CONDENSED RETURNS

OF THE

RAILROAD COMPANIES,

FOR THE YEAR ENDING JUNE 30, 1893.



CONDENSED RETURNS OF RAILROAD COMPANIES.

AMES & COLLEGE RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
J. L. Stevens.....	Ames, Iowa.	E. W. Stanton.....	Ames, Iowa.
D. S. Fairchild.....	Clinton, Iowa.	James Wilson.....	Ames, Iowa.
J. R. Whitaker.....	Boone, Iowa.	M. K. Smith.....	Ames, Iowa.
J. L. Budd.....	Ames, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	J. S. Stevens.....	Ames, Iowa.
Vice-President.....	D. S. Fairchild.....	Clinton, Iowa.
Secretary and General Manager.....	M. K. Smith.....	Ames, Iowa.
Treasurer.....	B. J. Sheldon.....	Ames, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles.
	FROM—	TO—	
Main line.....	Ames, Iowa.....	Agricultural College.....	1.968
Yard track.....			.075
Total.....			2.063

ALBIA & CENTERVILLE RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Russell Sage.....	New York, N. Y.	C. H. Ackert.....	Chicago, Ill.
Jno. P. Munn.....	New York, N. Y.	F. M. Drake.....	Centerville, Iowa.
J. J. Slocum.....	New York, N. Y.		

REPORT OF RAILROAD COMMISSIONERS.

ALBIA & CENTERVILLE RAILWAY COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	F. M. Drake.....	Centerville, Iowa.
Secretary.....	E. S. Benson.....	Marshalltown, Iowa.
Treasurer.....	Geo. R. Morse.....	New York, N. Y.
Gen'l Solicitor, Att'y, or Counsel.....	A. O. Daly.....	Marshalltown, Iowa.
Auditor.....	E. S. Benson.....	Marshalltown, Iowa.
General Manager.....	E. McNeill.....	Marshalltown, Iowa.
Traffic Manager.....	A. F. Banks.....	Marshalltown, Iowa.
General Passenger Agent.....	T. P. Barney.....	Marshalltown, Iowa.
General Superintendent.....	J. P. O'Brien.....	Marshalltown, Iowa.
Assistant Superintendent.....	W. H. Voorhies.....	Marshalltown, Iowa.
Superintendent of Telegraph.....	G. N. Gish.....	Marshalltown, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles.
	FROM—	TO—	
Main line.....	Albia, Iowa.....	Relay, Iowa.....	24 10
Total.....			24 10

BURLINGTON, CEDAR & RAPIDS NORTHERN RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Thos. Hedge.....	Burlington, Iowa.	W. H. Truesdale.....	Minneapolis, Minn.
Geo. W. Cable.....	Rock Island, Ill.	R. R. Cable.....	Chicago, Ill.
J. Carskadden.....	Muscatine, Iowa.	C. P. Squires.....	Burlington, Iowa.
O. J. Ives.....	Cedar Rapids, Iowa.	Lyman Cook.....	Burlington, Iowa.
J. C. Purdy.....	Chicago, Ill.	F. G. Griggs.....	Davenport, Iowa.
J. W. Blythe.....	Burlington, Iowa.	A. Kimball.....	Davenport, Iowa.
W. G. Purdy.....	Chicago, Ill.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	O. J. Ives.....	Cedar Rapids, Iowa.
Vice-President.....	Robert Williams.....	Cedar Rapids, Iowa.
Secretary and Assistant Treasurer.....	S. S. Dorwart.....	Cedar Rapids, Iowa.
Treasurer.....	H. H. Hillisder.....	New York, N. Y.
Chief Engineer.....	H. F. White.....	Cedar Rapids, Iowa.
Gen'l Solicitor, Att'y, or Counsel.....	S. K. Tracy.....	Burlington, Iowa.
Auditor.....	J. O. Broeksmit.....	Cedar Rapids, Iowa.
General Freight Agent.....	T. H. Simmons.....	Cedar Rapids, Iowa.
General Passenger Agent.....	J. E. Hannegan.....	Cedar Rapids, Iowa.
General Superintendent.....	Robert Williams.....	Cedar Rapids, Iowa.
Division Superintendent.....	W. P. Brady.....	Cedar Rapids, Iowa.
Division Superintendent.....	W. P. Ward.....	Estherville, Iowa.
Division Superintendent.....	P. A. Murphy.....	Cedar Rapids, Iowa.
Superintendent.....	Geo. A. Goodell.....	Cedar Rapids, Iowa.
Superintendent of Telegraph.....	T. A. Spaford.....	Cedar Rapids, Iowa.

CONDENSED RETURNS OF RAILROAD COMPANIES.

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BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY CO.—CONTINUED.

PROPERTY OPERATED.

1. Main line owned— $\left\{ \begin{array}{l} a \text{ Main line.} \\ b \text{ Branches and spurs.} \end{array} \right.$
2. Branch line owned.
3. Line operated under lease.
4. Line operated under contract.
5. Line of proprietary companies, all of whose capital stock is owned by this company.
6. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1. B. O. R. & N. Ry—				
a Main Line.	Burlington, Iowa ...	Albert Lea, Wis. ...	a 241.82	
b Milwaukee Division.	Linn Junction, Iowa ...	Postville, Iowa.	94.13	
Muscatine Division.	Muscatine, Iowa.	Riverside, Iowa.	30.58	
Pacific Division.	Vinton, Iowa.	Holland, Iowa.	48.12	414.65
5. Iowa City & Western Ry.	Iowa City, Iowa.	What Cheer, Iowa. ...	57.22	
b Montezuma Branch.	Thornburg, Iowa. .	Montezuma, Iowa. ...	15.80	73.02
5. Cedar Rapids, I. F. & N. Ry..	Holland, Iowa.	Watertown, S. D.	327.92	
b Dallas Extension.	Dows, Iowa.	Madison Jct., Iowa. ...	41.07	
b Forest City Extension.	Near Forest City, Ia. ...	Armstrong, Iowa.	45.98	
b Sioux Falls Extension.	Ellsworth, Minn.	Sioux Falls, Dakota. ...	42.50	
b Lake Park Extension.	Lake Park, Iowa.	Worthington, Minn. ...	17.70	
b Trosky Extension.	Trosky, Minn.	Jasper, Minn.	9.18	484.35
5. Cedar Rapids & Clinton Ry..	Iowa City, Iowa.	Clinton, Iowa.	79.20	
b Quarry Line.	Near Plato, Iowa. ...	Quarry, Iowa.	2.74	81.94
5. Chicago, Decorah & Minn. Ry	Postville Jct., Iowa. ...	Decorah, Iowa.	23.30	23.30
4. Waverly Short Line.	Near Winslow, Iowa. ...	Waverly, Iowa.	5.68	5.68
6. Minneapolis & St. Louis Ry..	Madison Jct., Iowa..	Forest City, Iowa.	c 8.45	8.45
Iowa Central Railway.	Manly Jct., Iowa.	Northwood, Iowa.	11.39	11.39
1. Davenport, Iowa & Dak. Ry.	New Bennett, Iowa..	Davenport, Iowa.	31.51	31.51
Total.			1,134.29	1,134.29

a Length of main line is 253.21 miles, which includes 11.39 miles from Manly Junction to Northwood (6), and leased from the Iowa Central Railway Company.

c Corrected measurements.

REPORT OF RAILROAD COMMISSIONERS.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Chas. E. Perkins.....	Burlington, Iowa.
First Vice President	J. C. Peasley.....	Chicago, Ill.
Second Vice President	G. B. Harris.....	Chicago, Ill.
Secretary	T. S. Howland	Boston, Mass.
Treasurer	J. C. Peasley.....	Chicago, Ill.
Chief Engineer	E. J. Blake.....	Chicago, Ill.
General Solicitor	J. W. Blythe.....	Chicago, Ill.
General Auditor	J. L. Lathrop.....	Chicago, Ill.
Assistant General Auditor.....	O. I. Sturgis.....	Chicago, Ill.
General Manager.....	W. F. Merrill.....	Chicago, Ill.
General Freight Agent.....	Thos. Miller	Chicago, Ill.
General Passenger Agent	P. S. Eustis	Chicago, Ill.
General Superintendent	John D. Besler.....	Chicago, Ill.
Division Superintend't Iowa lines.	O. M. Levey.....	Burlington, Iowa.
Division Superintendent.....	O. E. Stewart.....	Ottumwa, Iowa.
Division Superintendent.....	J. H. Duggan.....	Creston, Iowa.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
J. M. Forbes	Boston, Mass.	T. Jefferson Coolidge.	Manchester, Mass.
Chas. J. Paine.....	Boston, Mass.	E. W. Hooper	Cambridge, Mass.
John L. Gardner.....	Boston, Mass.	J. N. A. Griswold	New York.
F. W. Hunnewell.....	Boston, Mass.	Jas. H. Smith.....	New York.
Wm. Endicott, Jr.....	Boston, Mass.	Chas. E. Perkins	Burlington, Iowa.
Richard Olney	Boston, Mass.		

CONDENSED RETURNS OF RAILROAD COMPANIES.

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PROPERTY OPERATED.

1. Line represented by capital stock— $\left\{ \begin{array}{l} a \text{ Main line.} \\ b \text{ Branches and spurs.} \end{array} \right.$
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM —	TO —		
1. <i>a</i> Chicago, Burlington & Quincy Railroad.	Chicago, Ill.	Pacific Junction, Iowa.	482.70	880.99
Burlington & Missouri River Railroad in Nebraska.	Galesburg, Ill.	Peoria, Ill.	100.05	
1. <i>b</i> Chicago, Burlington & Quincy Railroad.	Pacific Junction, Iowa	Keary, Neb.	32.77	
Peoria & Hannibal Railroad.	Aurora, Ill.	Turner, Ill.	156.47	
Burlington & Missouri Railroad.	Yates City, Ill.	Lewiston, Ill.	12.02	
Republican Valley Railroad.	Lewiston, Ill.	Rushville, Ill.	30.13	
	Charlton, Iowa.	Leon, Iowa	32.66	
	Creston, Iowa.	Hopkins, Mo.	36.72	
	Red Oak, Iowa.	Hamburg, Iowa.	44.61	
	York, Neb.	Central City, Neb.	39.17	
	Nemaha, Neb.	Salem, Neb.	41.62	
	Nemaha, Neb.	Beatrice, Neb.	17.60	
	Beatrice, Neb.	Wymore, Neb.	65.20	
	Hastings, Neb.	Colorado State Line.	11.87	
	Aurora, Neb.	Grand Island, Neb.	239.41	
	Aurora, Neb.	Hastings, Neb.	18.51	
	Table Rock, Neb.	Amboy, Neb.	27.75	
Chicago & Iowa Railroad.	South Aurora, Ill.	Forreston, Ill.	142.84	
Chicago, Rockford & Northern Railroad.	Flag Center, Ill.	Rockford, Ill.	78.44	
Ottawa, Oswego & Fox River Valley Railroad.	Geneva, Ill.	Streator, Ill.	23.50	
Illinois Valley & Northern Railroad.	Walnut, Ill.	Streator, Ill.	67.01	
Chicago & Rock River Railroad.	Shabbona, Ill.	Sterling, Ill.	58.73	
Joliet, Rockford & Northern Railroad.	Sheridan, Ill.	Paw Paw, Ill.	48.01	
Illinois Grand Trunk Railroad.	Mendota, Ill.	Fulton, Ill. and Clinton, Iowa.	19.56	
Pixon, Peoria & Hannibal Railroad.	Buda, Ill.	Elmwood, Ill.	64.36	
American Central Railroad.	Galesburg, Ill.	Rio, Ill.	44.51	
Carthage & Burlington Railroad.	Galva, Ill.	New Boston, Ill.	12.22	
Quincy & Warsaw Railroad.	Carthage, Ill.	Carthage, Ill.	50.63	
St. Louis, Rock Island & Chicago Railroad.	Sterling, Ill.	Rock Island, Ill.	70.42	
	Barstow, Ill.	East St. Louis, Ill.	51.94	
	Gladstone, Ill.	Keithsburg, Ill.	214.63	
			17.13	

PROPERTY OPERATED.—CONTINUED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Dixon & Quincy Railroad	Keithsburg Junction, Ill.	Keithsburg, Ill.	6.25	
Moulton & Albia Railroad	Albia, Iowa	Moravia, Iowa	11.50	
Albia, Knoxville & Des Moines Railroad	Albia, Iowa	Knoxville, Iowa	32.97	
Des Moines & Knoxville Railroad	Knoxville, Iowa	Des Moines, Iowa	34.97	
Leon, Mt. Ayr & Southwestern Railroad	Leon, Iowa	Union City, Mo.	57.72	
St. Joseph & Des Moines Railroad	Bethany Junction, Iowa	Albany, Mo.	46.22	
Charlton, Des Moines & Southern Railroad	Albany, Mo.	St. Joseph, Mo.	48.09	
Western Iowa Railroad	Charlton, Iowa	Indianola, Iowa	33.16	
Brownville, & Nodaway Valley Railroad	Fontanelle, Iowa	Fontanelle, Iowa	27.42	
Charinda College Springs & Southwestern Railroad	Charinda, Iowa	Burlington Junction, Iowa	20.33	
Red Oak & Atlantic Railroad	Charinda, Iowa	Northboro, Iowa	35.00	
Nebraska City, Sidney & Northeastern Railroad	Red Oak, Iowa	Sidney, Iowa	13.00	
Hastings & Avooca Railroad	Hastings, Iowa	Hastings, Iowa	21.12	
Keokuk & St. Paul Railroad	Hastings, Iowa	Keokuk, Iowa	15.79	
Omaha & Southwestern Railroad	Burlington, Iowa	Beatrice, Neb.	42.33	
Nebraska Railway	Omaha, Neb.	Beatrice, Neb.	16.84	
Lincoln & Northwestern Railroad	Crete, Neb.	York, Neb.	30.09	
Atchison & Nebraska Railway	Nemaha, Neb.	Bridge Line, Neb.	135.74	
Nebraska & Colorado Railroad	Nebraska City, Neb	Columbus, Neb.	2.09	
	Lincoln, Neb.	Lincoln, Neb.	73.49	
	Atchison, Kan.	Lincoln, Neb.	144.72	
	Rulo Bridge Line		3.39	
	Chester, Neb.	Fairmount, Neb.	45.19	
	Kenesaw, Neb.	Oxford, Neb.	60.67	
	De Witt, Neb.	Colorado State Line	298.32	
	Edgar, Neb.	Superior, Neb.	26.53	
	Odell Junction, Neb.	Concordia, Kan.	71.04	
	Republican, Neb.	Oberlin, Kan.	78.23	
	Colorado State Line	Denver, Colo.	174.89	
	Colorado State Line	Wyoming State Line.	144.58	
	Orleans, Neb.	Cheyenne, Colo.	23.01	
	Nebraska State Line	Kansas State Line	66.61	
	Central City, Neb.	St. Francis, Kan.	74.37	
	Palmer, Neb.	Ericksen, Neb.	62.94	
	Greeley Center, Neb.	Burwell, Neb.	40.92	
	Grand Island, Neb.	Arcadia, Neb.	54.02	
	Edgemont Junction, S. D.	Wyoming State Line	401.52	
	Minnekahta, S. D.	Deadwood, S. D.	106.40	
	Wyoming State line	Hot Springs, S. D.	13.34	
	New Castle, S. D.	Sheridan, Wyo.	201.80	
		Cambria, S. D.	7.00	
Grand Island & Wyoming Central Railroad				
Grand Island & Northern Wyoming Railroad				

CONDENSED RETURNS OF RAILROAD COMPANIES.

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Denver, Utah & Pacific Railroad.....	Denver, Colo.....	Utah Junction, Colo.....	3.00
Republican Valley & Wyoming Railroad.....	Barnes Junction, Colo.....	Lyons and Tower, Colo.....	32.67
Omaha & North Platte Railroad.....	Culbertson, Neb.....	Imperial, Neb.....	49.17
St. Joseph & Nebraska Railroad.....	Omaha, Neb.....	Schuyler, Neb.....	80.78
	Napier, Mo.....	Boswell, Mo.....	5.86
			4,576.17
3. Quincy, Alton & St. Louis Railroad.....	Quincy, Ill.....	Hannibal and Louisiana, Mo.....	5,467.16
5. Pennsylvania Company.....	At Chicago, Ill.....		46.14
Chicago & Northwestern Railroad.....	At Turner, Ill.....		1.22
	At Geneva, Ill.....		.00
	At Clinton, Ill., and Iowa.....		.30
Quincy Bridge Company.....	At Quincy, Ill.....		1.00
Wabash Railroad.....	At E. Hannibal, Ill., and Har'l. Mo.....		.22
Chicago & Alton Railroad.....	At E. Hannibal, Ill., and Lou'a, Mo.....		1.35
Indiana, Louis. & St. Louis Railroad.....	Wan, Ill.....		2.07
Kansas City, St. Joseph & Council Bluffs Railroad.....	Pacific Junction, Iowa.....	East St. Louis, Ill.....	20.60
	Hamburg, Iowa.....	Council Bluffs, Iowa.....	16.32
	Nebraska City, bridge connection.....	Nebraska City Junction, Iowa.....	3.35
	At Northboro, Iowa.....	Nebraska City, Neb.....	3.66
	Napier, Mo.....	St. Joseph, Mo.....	1.82
Union Pacific Railroad.....	Utah Junction, Colo.....	Burns Junction, Colo.....	33.71
			102.91
Total mileage operated.....			5,556.21

REPORT OF RAILROAD COMMISSIONERS.

CHICAGO, BURLINGTON & KANSAS CITY RAILWAY CO.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
J. W. Blythe	Burlington, Iowa.	W. F. McFarland.....	Burlington, Iowa.
H. B. Scott	Burlington, Iowa.	J. C. Peasley.....	Chicago, Ill.
W. W. Baldwin.....	Burlington, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. W. Baldwin.....	Burlington, Iowa.
Vice-President	J. C. Peasley.....	Chicago, Ill.
Secretary	H. E. Jarvis.....	Burlington, Iowa.
Treasurer.....	J. C. Peasley.....	Chicago, Ill.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
General Solicitor.....	Spencer & Mossman.....	St. Joseph, Mo.
Auditor.....	O. M. Carter.....	St. Joseph, Mo.
General Manager.....	W. O. Brown.....	St. Joseph, Mo.
General Freight Agent.....	Howard Elliott.....	St. Louis, Mo.
General Passenger Agent.....	D. O. Ives.....	St. Louis, Mo.
General Superintendent.....	S. E. Orance.....	St. Joseph, Mo.
Assistant General Superintendent.....	W. E. Cunningham.....	Hannibal, Mo.
Superintendent of Telegraph.....	M. A. Baker.....	Hannibal, Mo.

PROPERTY OPERATED.

1. Main line owned.
2. Branch line owned.
3. Line operated under lease.
4. Line operated under contract.
5. Line of proprietary companies:
 - a. All of whose capital stock is owned by this company.
 - b. Part of whose capital stock is owned by this company.
6. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1. Chicago, Burlington & Kansas City Railway	Viele, Ia.	Bloomfield Jc., Ia.	59.70	
	Moulton, Ia.	Carrollton, Mo....	121.29	180.99
6. Chicago, Burlington & Quincy Railroad	Burlington, Ia.	Viele, Ia.	26.06	
Wabash Railroad	Bloomfield Jc., Ia.	Moulton, Ia.	14.11	40.17
Total				221.16

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
J. L. Gardner.....	Boston, Mass.	W. O. Brown.....	St. Joseph, Mo.
O. J. Payne.....	Boston, Mass.	Howard Elliott.....	St. Joseph, Mo.
C. E. Perkins.....	Burlington, Iowa.	S. M. Nave.....	St. Joseph, Mo.
T. J. Coullidge.....	Manchester, Mass.	O. M. Spencer.....	St. Joseph, Mo.
W. W. Baldwin.....	Burlington, Iowa.		

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS R. R CO.—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	C. E. Perkins.....	Burlington, Iowa.
First Vice-President.....	J. C. Peasley.....	Chicago, Ill.
Secretary.....	W. J. Ladd.....	Boston, Mass.
Treasurer.....	J. C. Peasley.....	Chicago, Ill.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
General Solicitors.....	Spencer & Mossman.....	St. Joseph, Mo.
Auditor.....	C. M. Carter.....	St. Joseph, Mo.
General Manager.....	W. C. Brown.....	St. Joseph, Mo.
General Passenger Agent.....	D. O. Ives.....	St. Louis, Mo.
General Freight Agent.....	Howard Elliott.....	St. Louis, Mo.
General Superintendent.....	S. E. Crance.....	St. Joseph, Mo.
Superintendent.....	G. M. Hohl.....	St. Joseph, Mo.
Superintendent of Telegraph.....	J. T. Dyer.....	St. Joseph, Mo.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Main line owned—				
a K. C., St. Jo. & C. B. R. R.	Through K. C. yard..	.....	.44	
	Harlem, Mo.	Council Bluffs, Iowa.	192.79	193.23
	East Leavenworth..	Stillings,	1.08	
b Branch line owned.....	Winthrop Jct., Mo....	C. & A. bridge switch	1.19	
	Amazonia, Mo.	Hopkins, Mo	50.36	
Nodaway Valley Railroad.....	Bigelow, Mo	Burlington Jct., Mo.	34.54	
Sarkis Valley Railroad.....	Corning, Mo.	Northboro, Iowa.....	27.60	111.77
Lines operated under track-	K. O. Union Depot ...	Harlem, Mo.	1.51	
age rights.....	C. & A. bridge swing.	Atchison Union Depot	.41	
	Council Bluffs, Iowa.	Union Pacific Trans.	1.50	3.42
Total.				308.42

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
W. W. Baldwin.....	Burlington, Iowa.	Chas. J. Payne,	Boston, Mass.
Jno. L. Gardner.....	Boston, Mass.	Francis W. Hunnewell	Boston, Mass.
O. E. Perkins.....	Burlington, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. W. Baldwin.....	Burlington, Iowa.
Vice-President.....	J. C. Peasley.....	Chicago, Ill.
Secretary.....	W. C. Maxwell.....	Keokuk, Iowa.
Treasurer.....	J. C. Peasley.....	Chicago, Ill.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
General Solicitors.....	Spencer & Mossman.....	St. Joseph, Mo.
Auditor.....	C. M. Carter.....	St. Joseph, Mo.
General Manager.....	W. C. Brown.....	St. Joseph, Mo.
General Passenger Agent.....	D. O. Ives.....	St. Louis, Mo.
General Freight Agent.....	Howard Elliott.....	St. Louis, Mo.
General Superintendent.....	S. E. Crance.....	St. Joseph, Mo.
Superintendent.....	W. E. Cunningham.....	Hannibal, Mo.
Superintendent of Telegraph.....	M. A. Baker.....	Hannibal, Mo.

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD CO.—CONTINUED.

PROPERTY OPERATED.

1. Main line owned.
6. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1. St. Louis, Keokuk & Northwestern Railroad Company	Mt. Pleasant Jct., Ia.	Keokuk, Iowa.....	48.59	176.95
	Keokuk, Iowa.....	West Quincy, Mo.....	36.42	
	Moody, Mo.....	Hannibal, Mo.....	13.22	
	Hannibal, Mo.....	Louisiana, Mo.....	25.28	
	Louisiana, Mo.....	St. Peters, Mo.....	53.44	
6. Q. B. Co. & C. B. & H. R. R.	West Quincy, Mo.....	Quincy, Ill.....	2.08	50.96
Hannibal & St. Joseph R. R.	West Quincy, Mo.....	Moody, Mo.....	4.20	
Hannibal Bridge Co.	Hannibal, Mo.....	Hannibal, Mo.....	.42	
Missouri, Kansas & Texas.....	Hannibal, Mo.....	Hannibal, Mo.....	.32	
Chicago & Alton R. R.....	Louisiana, Mo.....	Louisiana, Mo.....	.36	
Wabash R. R.....	St. Peters, Mo.....	Tayon ave., St. Louis	31.71	
St. Louis U. D. Co.....	Tayon ave., St. Louis	Union depot, St. Louis	.49	
Wabash R. R.....	Ferguson, Mo.....	Cherry st., St. Louis	10.61	
C. B. & Q. R. R.....	Mt. Pleasant Jct., Ia.	Mt. Pleasant, Ia.....	.68	
Keokuk & Hamilton Br. Co..	Keokuk, Iowa.....	Keokuk, Iowa.....	.09	
Total.....				227.91

CHICAGO, FORT MADISON & DES MOINES RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
C. C. Wheeler.....	Chicago, Illinois.	Samuel Atter.....	Fort Madison, Iowa.
I. T. Burr.....	Boston, Mass.	E. H. Skinner.....	Birmingham, Iowa.
A. A. Pope.....	Boston, Mass.	E. S. Conway.....	Chicago, Illinois.
Willard T. Block.....	Chicago, Illinois.	H. O. Barlow.....	Chicago, Illinois.
D. B. Dewey.....	Chicago, Illinois.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	O. C. Wheeler.....	Chicago, Ill.
Vice-President.....	E. S. Conway.....	Chicago, Ill.
Secretary.....	E. H. Skinner.....	Birmingham, Iowa.
Treasurer.....	E. O. Long.....	St. Paul, Minn.
General Solicitor.....	Jesse A. Baldwin.....	Chicago, Ill.
Auditor.....	Geo. H. Simmons.....	Ft. Madison, Iowa.
General Manager.....	J. L. MacKinnon.....	Ft. Madison, Iowa.
General Superintendent.....	G. D. Hutchison.....	Ft. Madison, Iowa.
General Freight Agent.....	J. C. MacKinnon.....	Ft. Madison, Iowa.
General Passenger Agent.....		

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Chicago, Ft. Madison & Des Moines Railway Company.....	Ft. Madison, Iowa...	Ottumwa, Iowa.....	71
Total.....			71

CHICAGO, IOWA & DAKOTA RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
John Porter.....	Eldora, Ia.	Martin Pritchard.....	Alden, Ia.
W. S. Porter.....	Eldora, Ia.	H. N. Brockway.....	Garner, Ia.
J. H. Smith.....	Eldora, Ia.	David Secor.....	Winnebago City, Minn.
J. D. Newcomer.....	Eldora, Ia.		

OFFICERS-

TITLE	NAME.	LOCATION OF OFFICE.
President.....	John Porter.....	Eldora, Iowa.
Vice-President.....	David Secor.....	Eldora, Iowa.
Secretary.....	J. D. Newcomer.....	Eldora, Iowa.
Treasurer.....	H. N. Brockway.....	Eldora, Iowa.
Auditor.....	W. S. Porter.....	Eldora, Iowa.
General Manager.....	John Porter.....	Eldora, Iowa.
Superintendent of Telegraph.....	W. L. Utley.....	Eldora, Iowa.
General Freight Agent.....	W. S. Porter.....	Eldora, Iowa.
General Passenger Agent.....		

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Chicago, Iowa & Dakota.....	Eldora Junction.....	Alden.....	26.50
Total.....			26.50

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Philip D. Armour.....	Chicago, Ill.	Roswell Miller.....	Chicago, Ill.
August Belmont.....	New York, N. Y.	J. M. McKinley.....	New York, N. Y.
Frank S. Bond.....	New York, N. Y.	Wm. Rockefeller.....	New York, N. Y.
Ohas. D. Dickey, Jr.....	New York, N. Y.	Samuel Spencer.....	New York, N. Y.
Peter Geddis.....	New York, N. Y.	A. Van Santroord.....	New York, N. Y.
Frederick Layton.....	Milwaukee, Wis.	J. Hood Wright.....	New York, N. Y.
Joseph Milbank.....	New York, N. Y.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Roswell Miller.....	Chicago, Ill.
Vice-President.....	Frank S. Bond.....	New York, N. Y.
Secretary.....	P. M. Myers.....	Milwaukee, Wis.
Treasurer.....	F. G. Ranney.....	Chicago, Ill.
Chief Engineer.....	D. J. Whittemore.....	Chicago, Ill.
General Solicitor.....	John T. Fish.....	Chicago, Ill.
Auditor.....	W. N. D. Winne.....	Chicago, Ill.
General Manager.....	A. J. Earling.....	Chicago, Ill.
General Freight Agent.....	J. H. Hilland.....	Chicago, Ill.
General Passenger Agent.....	G. H. Heafford.....	Chicago, Ill.
General Superintendent.....	W. G. Collins.....	Chicago, Ill.
Superintendent of Telegraph.....	U. J. Fry.....	Milwaukee, Wis.

REPORT OF RAILROAD COMMISSIONERS.

PROPERTY OPERATED.

FROM—	TO—	ILL.	WIS.	IOWA.	MINN.	N. D.	S. D.	MO.	Total.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY—MAIN LINE—BRANCHES AND SPURS—									
Chicago	Milwaukee	45.06	37.02						82.08
Roundout	Libertyville	3.00							3.00
Chicago	Liewellyn Park	13.69							13.69
North Chicago	Pacific Junction	3.39							3.39
Pacific Junction	Savanna	133.18							133.18
Galewood	Dunning	3.18							3.18
Savanna	Council Bluffs	2.50		349.18					351.68
Elk River Junction	Clinton			10.05					10.05
Davenport	Jackson Junction			153.37					153.37
Eldridge	Hurstville			34.61					34.61
Paralta	Farley			43.63					43.63
Marion	Ottumwa			97.00					97.00
Ottumwa Junction	Coburg			62.27					62.27
Racine	Kittredge	50.63	60.31						202.54
Savanna	Port Byron Junction	47.70						140.27	119.94
Elkhorn	Eagle		16.59						16.59
Rockton	Rockford	14.94							14.94
Milwaukee	Prairie du Chien		185.36						185.36
Stock Yards, Milwaukee	Merrill Park	.80							.80
Mazomanie	Prairie du Sac		10.37						10.37
Lone Rock	Richland Center		16.22						16.22
Milton	Shullsburg		70.84						70.84
Janesville	Beloit		13.86						13.86
Brodhead	New Glarus		22.78						22.78
Warren	Mineral Point	1.01	31.28						32.29
Calumet	Platteville		17.08						17.08
South Milwaukee	La Crosse		104.37						104.37
Watertown Junction	Madison		36.48						36.48
Portage City	East Madison		33.01						33.01
New Lisbon	Necedah		12.74						12.74
Viroqua Junction	Viroqua		32.17						32.17
North La Crosse	Omaha		3.76						3.76
Tomah	Minocqua		161.50						161.50
Mather	Carriock		16.01						16.01
Lapham Junction	Zada		2.96						2.96
North Milwaukee	Portage City		100.27						100.27
Merrill Park	Schwarzburg		6.25						6.25
Cement Line Junction	Rock		1.06						1.06
Iron Ridge	Fond du Lac		28.52						28.52
Horicon	Berlin		42.30						42.30
Brandon	Markesan		11.49						11.49
Ripon	Oshkosh		19.09						19.09
Rush Lake Junction	Winneconne		14.89						14.89
Sabula Junction	River Junction			136.18	24.93				161.11
Bellevue	Cascade			35.77					35.77

CONDENSED RETURNS OF RAILROAD COMPANIES.

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Turkey River Junction	West Union	58.34				58.34
Waukon Junction	Waukon	22.95				22.95
Reno	Preston					
St. Paul	St. Paul	1.38				
St. Croix Junction	Minneapolis					
Wabasha	Stillwater					
Wabasha	Zumbrota					
Red Cedar Junction	Chippewa Falls					
North McGregor	Cedar Falls	60.77				
Beulah	Chamberlain	20.67				
Spencer	Elkader					
Rock Valley	Spirit Lake	291.48				
Marion Junction	Eden	19.20				
Calmar	Running Water	20.18				
Conover	Minneapolis	8.99				
Austin	Decorah	41.38				
Mendota	Mason City	27.95				
Northfield	St. Paul					
La Crescent	Cannon Junction					
Wells	Woonsocket					
Madison	Mankato					
South Minneapolis	Bristol					
Glenoe	Ortonville	177.27				
Hopkins	Hutchinson	13.45				
Ortonville Junction	Lake Minnetonka	7.84				
Hastings	Fargo	46.20				
Milbank	Aberdeen	1.47				
Andover	Benton Junction	53.71				
Mitchell	Northwest					
Aberdeen	Harlem	17.20				
Aberdeen	Aberdeen	128.31				
Roscoe	Edgeley	32.72				
Manilla	Rowley	31.61				
Sioux City	Orlent	40.99				
Sioux City	Eureka	28.39				
Sioux City	Sioux City	90.17				
Sioux City	Scotland Junction	5.63				
Sioux City	Mitchell					
Sioux City	Armour	34.92				
Sioux City	Sioux Falls Junction					
Sioux City	Babcock	18.94				
Sioux City	Pittsboro	9.97				
Sioux City	Platteville	8.43				
Sioux City	Vesper	22.45				
Sioux City	Lynn	5.20				
Sioux City	Northwest	2.62				
In city of Fond du Lac						
Total number of miles		318.08	1,374.66	1,563.26	1,120.09	118.21
						1,096.82
						140,275,724.13

REPORT OF RAILROAD COMMISSIONERS.

CHICAGO & NORTHWESTERN RAILWAY COMPANY.

DIRECTORS.

NAME.	POST-OFFICE ADDRESS.	NAME.	POST-OFFICE ADDRESS.
David P. Kimball	Boston, Mass.	Marvin Hughitt.....	Chicago, Ill.
Chauncey M. Depew	New York, N. Y.	N. K. Fairbank.....	Chicago, Ill.
Samuel F. Barger.....	New York, N. Y.	Byron L. Smith.....	Chicago, Ill.
Albert Keep.....	Chicago, Ill.	Percy R. Pyne.....	New York, N. Y.
M. L. Sykes.....	New York, N. Y.	F. W. Vanderbilt.....	New York, N. Y.
James C. Fargo.....	New York, N. Y.	W. K. Vanderbilt.....	New York, N. Y.
Horace Williams.....	Clinton Iowa.	H. McK. Twombly.....	New York, N. Y.
Frederick L. Ames.....	Boston, Mass.	John I. Blair.....	Blairstown, N. J.
John M. Burke.....	New York, N. Y.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	Albert Keep.....	Chicago, Ill.
President.....	Marvin Hughitt.....	Chicago, Ill.
Vice-President.....	Martin L. Sykes.....	New York, N. Y.
Secretary.....	Martin L. Sykes.....	New York, N. Y.
Treasurer.....	Martin L. Sykes.....	New York, N. Y.
General Manager.....	John M. Whitman.....	Chicago, Ill.
General Superintendent.....	Sherburne Sanborn.....	Chicago, Ill.
Division Superintendents { Iowa.....	Peter Hallenbeck.....	Boone, Iowa.
{ Lines.....	Hugh M. Hughes.....	Eagle Grove, Iowa.
Chief Engineer.....	John E. Blunt.....	Chicago, Ill.
Superintendent of Telegraph.....	George H. Thayer.....	Chicago, Ill.
Auditor.....	J. B. Redfield.....	Chicago, Ill.
General Passenger Agent.....	William A. Thrall.....	Chicago, Ill.
General Freight Agent.....	Hiram R. McCullough.....	Chicago, Ill.
General Counsel.....	Lloyd W. Bowers.....	Chicago, Ill.

PROPERTY OPERATED.

MILES OF COMPLETED ROAD JUNE 30, 1893.

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.
LINES CHARTERED AS OR CONSOLIDATED WITH CHICAGO & NORTHWESTERN RAILWAY COMPANY—								
Chicago to Council Bluffs.....	491.00	137.88	353.12					
Chicago to Freeport.....	121.00	121.00						
Geneva to Aurora.....	9.40	9.40						
Geneva to St. Charles.....	2.40	2.40						
Sycamore to Cortland.....	4.64	4.64						
Elgin to Williams Bay.....	51.04	35.82		15.22				
Belvidere to Spring Valley.....	75.78	75.78						
South Branch Junction to River (Chicago)	4.50	4.50						
Clinton to Anamosa (quarry).....	73.57		73.57					
Stanwood to Tipton.....	8.50		8.50					
Cut-off near Cedar Rapids.....	5.96		5.96					
Des Moines to Jewell Junction.....	59.09		59.09					
Tama to Elmore.....	164.56		164.22			.34		
Jewell Junction to Wall Lake Junction...	73.68		73.68					
Eagle Grove to Hawarden.....	145.20		145.20					
Belle Plaine to Muchakinock.....	64.00		64.00					
Boone to Coal Banks.....	3.25		3.25					
Maple River Junction to Onawa.....	80.85		80.85					
Wall Lake to Moville.....	79.87		79.87					
Carroll to Kirkman.....	34.81		34.81					
Manning to Aububon.....	17.00		17.00					
Chicago to Fort Howard.....	242.20	69.73		172.47				
Appleton Water Power Extension.....	3.63			3.63				
Kenosha to Rockford.....	72.10	44.03		28.07				
Chicago to Montrose.....	5.20	5.20						
Montrose to North Evanston.....	7.69	7.69						

CHICAGO & NORTHWESTERN RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.
Chicago to Milwaukee	85.00	44.60		40.40				
Milwaukee to Fond du Lac	62.63			62.63				
Sheboygan to Princeton	78.40			78.40				
Milwaukee to Montfort	140.88			140.88				
Montfort to Galena	46.34	10.30		36.04				
Montfort to Woodman	30.50			30.50				
Ipswich to Platteville	4.00			4.00				
Lancaster Junction to Lancaster	12.04			12.04				
Janesville to Afton	6.10			6.10				
Belvidere to Winona	227.00	21.00		205.87		13		
Winona Junction to La Crosse	3.96			3.96				
Trempealeau to Galesville	6.71			6.71				
Evansville to Janesville	15.68			15.68				
Fort Howard to Republic	202.64			49.45	153.19			
Clowrie to Michtgamme	10.44				10.44			
Wabico to Champion	1.23				1.23			
Powers to Watersmeet	104.33			13.73	90.60			
Stager to Crystal Falls	9.10				9.10			
Narenta to Metropolitan	34.86				34.86			
Branches to Mines off Main Line	42.27				42.27			
Off E. & L. S. Line	8.44				8.44			
Off Menomni River Line	36.13			4.71	31.42			
Crystal Falls to Hemlock Mine	15.00				15.00			
Total	3,084.60	593.97	1,163.12	930.49	396.55	.47		
PROPRIETARY LINES, VIZ.:								
Princeton & Western Railway	16.06							
Valley Junction to Necedah				16.06				
Winona & St. Peter Railroad	448.48							
Winona to Watertown						288.50	34.48	
Mankato Junction to Mankato						3.75		
Sleepy Eye to Redwood Falls						24.40		
Rochester to Zumbrota						24.48		
Eyota to Plainview						15.01		
Eyota to Chatfield						11.46		
Tracy to Dakota Line						46.40		
Dakota Central Railway	723.93							
Minnesota State Line to Pierre						209.11		
James Valley Junction to Oakes						117.67	14.28	
Watertown to Gettysburg						146.25		
Watertown Junction to Watertown						43.83		
Iroquois to Hawarden (State Line)						125.49		
Centerville to Yankton						28.46		
Doland to Groton						38.84		
Total	1,188.47			16.03		414.00	744.13	14.28

RECAPITULATION.

Chicago & Northwestern Railway (chartered or consolidated)	3,084.60	593.97	1,163.12	930.49	396.55	.47		
Proprietary Lines	1,188.47			16.03		414.00	744.13	14.28
Total	4,273.07	593.97	1,163.12	946.55	396.55	414.47	744.13	14.28
Additional Lines operated under Trackage rights—								
Mil., L. S. & W. Ry Co. in the City of Watersmeet, Mich .....		.47				.47		
Total mileage operated	4,273.54	593.97	1,163.12	946.55	397.02	414.47	744.13	14.28

REPORT OF RAILROAD COMMISSIONERS.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

DIRECTORS.

NAME.	P. O. ADDRESS.	NAME.	P. O. ADDRESS.
R. P. Flower.....	New York City.	H. H. Porter.....	Chicago, Ill.
Benj. Brewster.....	New York City.	Marshall Field.....	Chicago, Ill.
H. R. Bishop.....	New York City.	John De Koren.....	Chicago, Ill.
Henry M. Flagler.....	New York City.	W. G. Purdy.....	Chicago, Ill.
Alexander E. Orr.....	New York City.	R. R. Cable.....	Rock Island, Ill.
David Dows, Jr.....	New York City.	Geo. G. Wright.....	Des Moines, Iowa.
Alex. T. Van Nest.....	New York City.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	R. R. Cable.....	Chicago, Ill.
First Vice-President.....	Benjamin Brewster.....	New York, N. Y.
Second Vice-President.....	W. G. Purdy.....	Chicago, Ill.
Third Vice-President.....	H. A. Parker.....	Chicago, Ill.
Secretary.....	W. G. Purdy.....	Chicago, Ill.
Treasurer.....	E. St. John.....	Chicago, Ill.
General Manager.....	W. I. Allen.....	Chicago, Ill.
Assistant General Manager.....	C. Dunlap.....	Chicago, Ill.
General Superintendent.....	A. J. Hitt.....	Topeka, Kas.
Division Superintendent.....	C. H. Hubbell.....	Chicago, Ill.
Division Superintendent.....	C. L. Ewing.....	Blue Island, Ill.
Division Superintendent.....	W. H. Stillwell.....	Des Moines, Iowa.
Division Superintendent.....	C. N. Gilmore.....	Des Moines, Iowa.
Division Superintendent.....	H. A. White.....	Trenton, Mo.
Division Superintendent.....	W. J. Lawrence.....	Horton, Kas.
Division Superintendent.....	R. B. Agnew.....	Colorado Springs, Col.
Division Superintendent.....	W. H. Hobbs.....	Herlington, Kas.
Assistant to President.....	A. Kimball.....	Davenport, Iowa.
Superintendent of Telegraph.....	A. R. Swift.....	Chicago, Ill.
Auditor.....	F. W. Porter.....	Chicago, Ill.
Gen. Ticket and Passenger Ag't.....	John Sebastian.....	Chicago, Ill.
General Freight Agent.....	J. M. Johnson.....	Chicago, Ill.
General Freight Agent.....	D. Atwood.....	Topeka, Kas.
General Attorney.....	T. S. Wright.....	Chicago, Ill.
General Attorney.....	M. A. Law.....	Topeka, Kas.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Chl., R. Island & Pacific Ry.	Chicago, Ill.	Council Bluffs, Iowa.....	498.81	
	Davenport, Iowa.....	Atchison, Kas.....	341.84	
	Edgerton Junction, Mo.....	Leavenworth, Kas.....	20.26	
	Washington, Iowa.....	Knoxville, Iowa.....	79.00	
	So. Englewood, Ill.....	So. Chicago, Ills.....	7.50	
	Wilton, Iowa.....	Muscatine, Iowa.....	11.98	
	Wilton, Iowa.....	Lime Kiln, Iowa.....	6.08	
	Newton, Iowa.....	Monroe, Iowa.....	17.00	
	Des Moines, Iowa.....	Indianola, Iowa.....	47.07	
		Winterset, Iowa.....		
	Menlo, Iowa.....	Guthrie Center, Iowa.....	14.58	
	Atlantic, Iowa.....	Audubon, Iowa.....	24.54	
	Atlantic, Iowa.....	Griswold, Iowa.....	14.71	
	Avoca, Iowa.....	Carson Iowa.....	17.61	
	Avoca, Iowa.....	Harlan, Iowa.....	11.84	
	Mt. Zion, Iowa.....	Keosauqua, Iowa.....	4.50	
	Altamont, Mo.....	St. Joseph, Mo.....	49.66	
	So. St. Joseph, Mo.....	Rushville, Mo.....	14.70	
	Kansas City, Mo.....	Armourdale, Kas.....	2.40	
	So. Omaha, Neb.....	Jensen, Neb.....	107.05	

CONDENSED RETURNS OF RAILROAD COMPANIES.

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CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Chl., R. Island & Pacific Ry.	Elwood, Kas.	Liberal, Kas.	439.54	
	Herlington, Kas.	Terral, I. T.	349.07	
	Herlington, Kas.	Salina, Kas.	49.30	
	Horton, Kas.	Rosewell, Colo.	563.65	
	Fairbury, Neb.	Nelson, Neb.	51.53	
	McFarland, Kas.	Bellville, Kas.	103.96	
	Dodge City, Kas.	Bucklin, Kas.	26.64	
Peoria & Bureau Val. R. R.	Bureau Junction, Ill.	Peoria, Ill.	46.70	2,879.84
Keokuk & Des Moines Ry.	Keokuk, Iowa	Des Moines, Iowa.	162.20	
Des Moines & Ft. Dodge R. R.	Des Moines, Iowa.	Ft. Dodge, Iowa	143.76	352.66
Hannibal & St. Joseph R. R.	Cameron, Mo.	Kansas City, Mo.	54.30	
Union Pacific Railway	Council Bluffs, Iowa.	Ruthven, Iowa.	7.02	
	Lincoln, Neb.	Beatrice, Neb.	40.21	
	Kansas City, Mo.	North Topeka, Kas.	67.35	
Denver & Rio Grande R. R.	Limon, Colo.	Denver, Colo.	89.20	
	Denver, Colo.	Pueblo, Colo.	119.60	377.68
Total.				3,610.18

CHICAGO GREAT WESTERN RAILWAY COMPANY.

DIRECTORS.

NAME.	P. O. ADDRESS.	NAME.	P. O. ADDRESS.
H. A. Gardner	Chicago, Ill.	R. O. Wight	St. Paul, Minn.
H. E. Fletcher	Minneapolis, Minn.	Jno. M. Egan	St. Paul, Minn.
A. Oppenheim	St. Paul, Minn.	A. Kalman	St. Paul, Minn.
S. C. Stickney	St. Paul, Minn.	Jno. L. Pratt	Sycamore, Ill.
Charles Nichols	St. Paul, Minn.		

FINANCE COMMITTEE.

Rt. Hon Wm. Lidderdale	London, England.	Albert H. G. Gray	London, England.
A. F. Wallace	London, England.	O. Sligo De Pothonier	London, England.
Howard Gilliat	London, England.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Jno. M. Egan	St. Paul, Minn.
Vice-President	Arnold Kalman	St. Paul, Minn.
Secretary	R. O. Wight	St. Paul, Minn.
Treasurer	W. B. Bend	St. Paul, Minn.
General Manager	Jno. M. Egan	St. Paul, Minn.
Assistant General Superintendent	J. Berlingett	Oelwein, Iowa.
Division Superintendent	J. A. Kelly	Chicago, Ill.
Division Superintendent	B. F. Egan	Dubuque, Iowa.
Division Superintendent	L. B. Ridpath	Des Moines, Iowa.
Division Superintendent	J. C. Ford	Kansas City, Kas.
Chief Engineer	H. Fernstrom	St. Paul, Minn.
Superintendent of Telegraph	D. McNabb	Oelwein, Iowa.
Auditor	M. C. Healion	St. Paul, Minn.
General Passenger Agent	F. H. Lord	Chicago, Ill.
General Freight Agent	P. C. Stohr	Chicago, Ill.
General Solicitors	Lusk, Bunn & Hadley	St. Paul, Minn.

PROPERTY OPERATED.

1. Railroad line represented by capital stock:
 - a Main line
 - b Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other consideration.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM--	TO--		
No. 1. None.....				
No. 2. Leavenworth & St. Joseph Railway, owned by Chicago Great Western Railway Co.....	Bee Creek, Missouri.	Beverly, Missouri.	23.00	23.00
No. 3. None.....				
No. 4. Chicago, St. Paul & Kansas City Railway Co.....	St. Paul, Minnesota.	Dubuque, Iowa.	253.53	
	Alken, Illinois.	Forest Home, Illinois.	146.73	
	Oelwein, Iowa.	St. Joseph, Missouri.	289.56	
	Mayfield, Minnesota.	Manly Junction, Iowa.	47.20	
	Sumner, Iowa.	Hampton, Iowa.	63.05	
	Cedar Falls, Iowa.	Wilson Junction, Iowa.	7.48	
	Valeria, Iowa.	Coal Mines, Iowa.	3.20	
	Eden, Minnesota.	Wasioja, Minnesota.	4.00	
Total to No. 4.....				815.87
No. 5. OPERATED UNDER TRACAGE RIGHTS—				
St. Paul & Northern Pacific Railroad.....	Minneapolis, Minnesota.	St. Paul, Minnesota.	10.56	
Dunleith & Dubuque Bridge Co.....	Dubuque, Iowa.	East Dubuque, Illinois.	.59	
Illinois Central Railroad Co.....	East Dubuque, Illinois.	Portage Curve, Illinois.	13.23	
Chicago, Burlington & Northern Railroad.....	Portage Curve, Illinois.	Alken, Illinois.	1.85	
Chicago & Northern Pacific Railroad.....	Forest Home, Illinois.	Chicago, Illinois.	10.18	
Des Moines Union Railway.....	In city of Des Moines, Iowa.		2.26	
Kansas City, St. Jo. & Council Bluffs Railroad.....	In city of Des Moines, Iowa.		.44	
St. Joseph Terminal Co.....	In city of St. Joseph, Missouri.		.81	
Archison, Topeka & Santa Fe Railroad.....	In city of St. Joseph, Missouri.		.39	
Leavenworth Bridge Co.....	Beverly, Missouri.	Bee Creek, Missouri.	7.63	
Union Pacific Railway.....	Across Missouri. River near Leavenworth, Kansas.	Leavenworth, Kansas.	2.52	
Leavenworth Union Depot Co.....	In city of Leavenworth, Kas.	Leavenworth, Kansas.	1.12	
Kansas City, Wyandotte & Northwestern Railway.....	Leavenworth, Kansas.	Kansas City, Kansas.	1.93	
			14	
Total to No. 5.....			30.13	83.78
Total.....				922.45

CONDENSED RETURNS OF RAILROAD COMPANIES.

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CHICAGO, ST. PAUL & KANSAS CITY RAILWAY COMPANY.

DIRECTORS.

NAME.	P. O. ADDRESS.	NAME.	P. O. ADDRESS.
C. W. Benson.....	St. Paul, Minn.	J. W. Lusk.....	St. Paul, Minn.
Wm. Dawson.....	St. Paul, Minn.	W. L. Boyle.....	New York City.
A. Oppenheim.....	St. Paul, Minn.	D. Rankin.....	Tarkio, Mo.
A. B. Stickney.....	St. Paul, Minn.	A. Slimmer.....	Waverly, Iowa.
Jno. M. Egan.....	St. Paul, Minn.	F. D. Stout.....	Dubuque, Iowa.
M. Auerbach.....	St. Paul, Minn.	J. L. Pratt.....	Sycamore, Ill.
A. Kahnan.....	St. Paul, Minn.	S. O. Stickney.....	St. Paul, Minn.
A. M. Drake.....	St. Paul, Minn.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	A. Oppenheim.....	St. Paul, Minn.
Vice-President.....	C. W. Benson.....	St. Paul, Minn.
Secretary.....	M. C. Woodruff.....	Dubuque, Iowa.
Treasurer.....	W. B. Bend.....	St. Paul, Minn.
Auditor.....	M. C. Heallon.....	St. Paul, Minn.
General Solicitors.....	Lusk, Bunn and Hadley.....	St. Paul, Minn.

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY.

DIRECTORS.

NAME.	P. O. ADDRESS.	NAME.	P. O. ADDRESS.
M. L. Sykes.....	New York City.	H. M. K. Twombly.....	New York City.
J. M. Whitman.....	Chicago, Ill.	M. Hughitt.....	Chicago, Ill.
Thos. Wilson.....	St. Paul, Minn.	D. P. Kimball.....	Boston, Mass.
J. A. Humbird.....	St. Paul, Minn.	E. W. Winter.....	St. Paul, Minn.
Albert Keep.....	Chicago, Ill.	B. L. Smith.....	Chicago, Ill.
C. Vanderbilt.....	New York City.	C. M. Depew.....	New York City.
W. K. Vanderbilt.....	New York City.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Marvin Hughitt.....	Chicago, Ill.
Vice-President.....	M. L. Sykes.....	New York City, N. Y.
Secretary.....	E. E. Woodman.....	Hudson, Wis.
Treasurer.....	M. L. Sykes.....	New York City, N. Y.
General Counsel.....	Thomas Wilson.....	St. Paul, Minn.
Auditor.....	L. A. Robinson.....	St. Paul, Minn.
General Manager.....	E. W. Winter.....	St. Paul, Minn.
Chief Engineer.....	C. W. Johnson.....	St. Paul, Minn.
General Superintendent.....	W. A. Scott.....	St. Paul, Minn.
Division Superintendent.....	Jas. M. Cabe.....	St. Paul, Minn.
Division Superintendent.....	A. W. Trenholm.....	Spooner, Wis.
Division Superintendent.....	H. Spencer.....	Mankato, Minn.
Division Superintendent.....	H. S. Jaynes.....	Omaha, Neb.
Superintendent of Telegraph.....	H. C. Hope.....	St. Paul, Minn.
General Freight Agent.....	J. T. Clark.....	St. Paul, Minn.
General Passenger Agent.....	T. W. Teasdale.....	St. Paul, Minn.

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY CO.—CONTINUED.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.
 a Main line.
 b Branches and spurs.
 2. Proprietary companies whose entire capital stock is owned by this company.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1. A—MAIN LINE.				
C. St. P. M. & O. Ry.....	Elroy.....	St. Paul.....	195.17	
	North Wisconsin Jct.....	Bayfield.....	178.24	
	Eau Claire.....	Spooner.....	81.51	
	Superior Junction.....	Itaska Street Switch.....	60.57	
	St. Paul.....	Le Mars.....	243.76	
	Mo. Riv. at Covington.....	Omaha.....	123.06	882.31
1. B—BRANCH LINE.				
C., St. P., M. & O. Ry.....	St. Croix Draw Bridge.....	Stillwater Switch.....	4.55	
	Stillwater Junction.....	Stillwater.....	3.30	
	River Falls Junction.....	Ellsworth.....	24.82	
	Merrillan.....	Marshfield.....	38.67	
	Ashland Junction.....	Ashland.....	4.38	
	Ashland Shore Line.....		1.31	
	West Eau Claire.....	Shaw's Mills.....	2.74	
	Fairchild.....	Mondovi.....	37.00	
	Menominee Junction.....	Menominee.....	3.01	
	Menominee Junction.....	Cedar Falls.....	2.01	
	Lake Crystal.....	Elmore.....	43.48	
	Heron Lake.....	Pipestone.....	55.10	
	Sioux Falls Junction.....	Mitchell.....	130.73	
	Luverne.....	Doon.....	28.00	
	Coburn Junction.....	Ponca.....	16.33	
	Emerson.....	Norfolk.....	46.50	
	Wakefield.....	Hartington.....	33.76	
	Wayne.....	Bloomfield.....	43.14	518.83
2. PROPRIETARY COMPANIES.				
Superior Short Line Ry.....	Superior City.....	Connor's Pond.....	8.28	
Superior S.L. Ry. of Minn.	Rice's Pond.....	Duluth.....	2.60	10.88
LINE OPERATED UNDER				
TRackage RIGHTS.				
St. L. R. B. (Mo. Pac. R.R.)	West Superior.....	Rice's Point.....	1.59	
Great Northern Ry.....	St. Paul.....	Minneapolis.....	11.40	
Mpls. & St. Louis Ry.....	Minneapolis.....	Merriman Junction.....	27.00	
Ill. Central R. R.....	Le Mars.....	Sioux City.....	25.20	
Sioux City Bridge Co.....	Bridge across Mo. Riv.....	and tracks at Sioux C.....	3.90	
Sioux City & Pac. R. R.....	Sioux City.....	Sioux C. Bridge track.....	.50	69.59
Total.....				1,481.61

CHICAGO, SANTA FE & CALIFORNIA RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
G. O. Magoun.....	New York, N. Y.	G. R. Peck.....	Chicago, Ill.
J. J. McCook.....	New York, N. Y.	Nelson Morris.....	Chicago, Ill.
Norman Williams.....	Chicago, Ill.	C. B. Farwell.....	Chicago, Ill.
J. W. Reinhart.....	Boston, Mass.	Abram Poole.....	Chicago, Ill.
J. B. Robinson.....	Chicago, Ill.	B. P. Cheney.....	Boston, Mass.
Edson Keith.....	Chicago, Ill.	Alden Speare.....	Boston, Mass.
J. B. Morrison.....	Ft. Madison, Iowa.		

CHICAGO, SANTA FE & CALIFORNIA RAILWAY COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	C. G. Magoun.....	New York, N. Y.
President.....	J. W. Reinhart.....	Boston, Mass.
Vice-President.....	D. B. Robinson.....	Chicago, Ill.
Secretary and Treasurer.....	D. L. Gallup.....	
General Solicitor.....	G. R. Peck.....	Chicago, Ill.
General Counsel.....	J. J. McCook.....	New York, N. Y.
Comptroller.....	J. P. Whitehead.....	Boston, Mass.
Auditor.....	G. B. Howard.....	Chicago, Ill.
Assistant Auditor.....	W. A. Burroughs.....	Boston, Mass.
General Manager.....	James Dun.....	Topeka, Kas.
Superintendent.....	W. K. Gillette.....	Chicago, Ill.
Superintendent.....	G. L. Goodwin.....	Boston, Mass.
Superintendent.....	E. Wilder.....	Topeka, Kas.
Superintendent.....	I. O. Deming.....	Boston, Mass.

PROPERTY OPERATED.

NAME.	TERMINAL.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
CHI., SANTA FE & CAL. RY—				
Main line.....	Crawford Ave., Ill. ...	Big Blue Junction, Mo.	438.57	
Branches.....	{ Ancona, Ill.	Streator Junction, Ill. }	54.40	
	{ Pekin, Junction, Ill..	Pekin Ill. }		492.97
Miss River R. R. & T. B.....	Bridge and approaches	over Mississippi River.	.61	
The Sibley Bridge.....	Bridge and approaches	over Missouri River...	.76	
				1.37
A. T. & S. F. R. R. in Ohl'go.	Terminals in Chicago .			2.12
Ohl., & G. T. Jct. Ry.....			3.62	
Ohl., & W. Ind. R. R.			4.84	
Toledo, Peoria & W. R. R. ...	Streator Junction, Ill.	Pekin Junction, Ill.	5.91	
Kansas City Belt Ry.....	Big Blue, Mo.	Kansas City, Mo.	6.44	
				20.81
Total.....				515.27
Proportion for Iowa.....				19.86

CROOKED CREEK RAILROAD COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Walter C. Willson.....	Webster City.	Wm. P. McLaren.....	Milwaukee, Wis.
J. M. Funk	Webster City.	A. K. Hamilton.....	Milwaukee, Wis.
O. F. Burnham.....	Milwaukee, Wis.	Mrs. E. L. Hanson....	Chicago, Ill.
Jno. Q. Burnham.....	Milwaukee, Wis.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	William C. Willson.....	Lehigh, Iowa.
Vice-President.....	J. Q. Burnham.....	Milwaukee, Wis.
Secretary.....	J. M. Funk.....	Webster City, Iowa.
Auditor.....	J. M. Kellogg.....	Lehigh, Iowa.
General Manager.....	Sam'l McClure.....	Lehigh, Iowa.
General Passenger Agent.....	T. E. Willson.....	Lehigh, Iowa.

REPORT OF RAILROAD COMMISSIONERS.

CROOKED CREEK RAILROAD COMPANY—CONTINUED.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Crooked Creek Railroad Company.....	Lehigh, Iowa.....	Judd.....	9.70
	Border Plaines.....	Webster City.....	13.57
Total.....			23.27

DES MOINES, NORTHERN & WESTERN RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
F. M. Hubbell.....	Des Moines.	G. M. Dodge.....	New York City.
F. C. Hubbell.....	Des Moines.	A. B. Cummins.....	Des Moines.
H. D. Thompson.....	Des Moines.	L. M. Martin.....	Des Moines.
A. N. Denman.....	Des Moines.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE
President.....	F. M. Hubbell.....	Des Moines, Iowa.
Vice-President.....	F. C. Hubbell.....	Des Moines, Iowa.
Secretary.....	N. L. Chase.....	Des Moines, Iowa.
Treasurer.....	H. D. Thompson.....	Des Moines, Iowa.
General Solicitor.....	A. B. Cummins.....	Des Moines, Iowa.
Chief Engineer.....	C. W. McMeekin.....	Des Moines, Iowa.
Superintendent.....	F. C. Hubbell.....	Des Moines, Iowa.
Assistant Superintendent.....	C. W. Huntington.....	Des Moines, Iowa.
Superintendent of Telegraph.....	F. Horton.....	Des Moines, Iowa.
General Freight Agent.....	Horace Seely.....	Des Moines, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Des M., Northern & Western Ry. Co.,	Des Moines.....	Boone.....	42.00
	Olive.....	Fonda.....	107.00
Total ..			149.00

DUBUQUE & SIOUX CITY RAILROAD COMPANY.

DIRECTORS.

NAME.	POST-OFFICE ADDRESS.	NAME.	POST-OFFICE ADDRESS.
S. Van R. Oruger.....	New York, N. Y.	C. W. Mitchell.....	Dubuque, Iowa.
S. L. Dows.....	Oedar Rapids, Iowa.	James F. Peavey.....	Sioux City, Iowa.
Stuyvesant Fish.....	Chicago, Ill.	J. V. Elder.....	Dubuque, Iowa.
A. S. Garretson.....	Sioux City, Iowa.	W. H. Torbert.....	Dubuque, Iowa.
E. T. H. Gibson.....	New York, N. Y.	M. M. Walker.....	Dubuque, Iowa.
J. T. Harahan.....	Chicago, Ill.	J. C. Welling.....	Chicago, Ill.
J. T. Harahan.....	Dubuque, Iowa.	E. O. Woodruff.....	Elizabeth, N. J.
E. H. Harriman.....	New York, N. Y.		

DUBUQUE & SIOUX CITY RAILROAD COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Stuyvesant Fish.....	Chicago, Ill.
First Vice-President.....	J. C. Welling.....	Chicago, Ill.
Second Vice-President.....	J. T. Harahan.....	Chicago, Ill.
Secretary.....	A. G. Backstaff.....	New York, N. Y.
Treasurer.....	Henry D. Wolf.....	Chicago, Ill.
Assistant Treasurer.....	E. T. H. Gibson.....	New York, N. Y.
General Solicitor.....	James Fentress.....	Chicago, Ill.
Attorney, or General Counsel.....	B. F. Ayer.....	Chicago, Ill.
Attorney.....	W. J. Knight.....	Dubuque, Iowa.
Attorney.....	J. F. Duncombe.....	Ft. Dodge, Iowa.
Chief Engineer.....	J. F. Wallace.....	Chicago, Ill.
General Superintendent.....	A. W. Sullivan.....	Chicago, Ill.
Assistant General Superintendent.....	J. G. Hartigan.....	Chicago, Ill.
Division Superintendent.....	F. W. Quimby.....	Dubuque, Iowa.
Division Superintendent.....	C. K. Dixon.....	Cherokee, Iowa.
Superintendent of Telegraph.....	G. M. Dugan.....	Chicago, Ill.
Traffic Manager.....	T. J. Hudson.....	Chicago, Ill.
Assistant Traffic Manager.....	M. C. Markham.....	Chicago, Ill.
General Freight Agent.....	W. E. Keepers.....	Chicago, Ill.
General Passenger Agent.....	A. H. Hanson.....	Chicago, Ill.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Dubuque & Sioux City R. R.	Dubuque, Iowa.....	Sioux City, Iowa.....		326.58
	Manchester, Iowa.....	Cedar Rapids, Iowa.....	41.85	
	Cherokee, Iowa.....	Onawa, Iowa.....	59.10	
		Sioux Falls.....	96.48	197.43
Cedar Falls & Minn. R. R.	Cedar Falls Jct., Iowa..	Minnesota state line..		75.58
Total.....				599.59

HUMESTON & SHENANDOAH RAILROAD COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
James F. How.....	St. Louis, Mo.	W. W. Baldwin.....	Burlington, Iowa.
Chas M. Hays.....	St. Louis, Mo.	H. B. Scott.....	Burlington, Iowa.
Geo. L. Grover.....	St. Louis, Mo.	H. E. Jarvis.....	Burlington, Iowa.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	James F. How.....	St. Louis, Mo.
Secretary.....	E. O. Murphy.....	Clarinda, Iowa.
Treasurer.....	W. W. Baldwin.....	Burlington, Iowa.
Auditor and Assistant Treasurer.....	J. H. Ellis.....	Clarinda, Iowa.
General Manager.....	E. O. Murphy.....	Clarinda, Iowa.
General Freight Agent.....		
General Passenger Agent.....	H. S. Nelson.....	Clarinda, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Humest'n & Shen'doah R. R.	Van Wert, Iowa.....	Shenandoah, Iowa.....	94.45	94.45
	Humeston, Iowa.....	Van Wert, Iowa.....	17.08	17.0
Total.....				112.53

REPORT OF RAILROAD COMMISSIONERS.

IOWA CENTRAL RAILWAY COMPANY.

DIRECTORS.

NAME.	P. O. ADDRESS.	NAME.	P. O. ADDRESS.
Russell Sage.....	New York.	E. H. Perkins, Jr.....	New York.
E. E. Chase.....	New York.	E. McNeill.....	Marshalltown.
G. E. Taintor.....	New York.	C. H. Ackert.....	Chicago.
W. E. Strong.....	New York.	Rufus K. Sage.....	Chicago.
H. J. Morse.....	New York.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Russell Sage.....	New York, N. Y.
Vice-President.....	E. E. Chase.....	New York, N. Y.
Secretary and Treasurer.....	Geo. R. Morse.....	New York, N. Y.
Local Treasurer.....	T. J. Fletcher.....	Marshalltown, Iowa.
General Manager.....	E. McNeill.....	Marshalltown, Iowa.
Superintendent.....	J. P. O'Brien.....	Marshalltown, Iowa.
Assistant Superintendent.....	W. H. Voorhies.....	Marshalltown, Iowa.
Superintendent of Telegraph.....	G. N. Gish.....	Marshalltown, Iowa.
General Auditor.....	E. S. Benson.....	Marshalltown, Iowa.
General Passenger Agent.....	T. P. Barry.....	Marshalltown, Iowa.
Traffic Manager.....	A. F. Banks.....	Marshalltown, Iowa.
General Solicitor.....	A. C. Daly.....	Marshalltown, Iowa.

PROPERTY OPERATED.

1. Railroad line represented by capital stock. { A. Main line.
B. Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1. Main line.....	Albia, Iowa.....	Manly Junction, Ia.....	175.101	
	Oskaloosa, Iowa.....	Mississippi River.....	95.127	
	Mississippi River.....	Iowa Junction, Ill.....	88.659	361.887
Branches.....	Hampton, Iowa.....	Belmond, Iowa.....	22.203	
	Minerva Junction, Ia..	Story City, Iowa.....	34.510	
	Newburg, Iowa.....	State Center, Iowa.....	26.640	
	G. & M. Junction, Iowa	Montezuma, Iowa.....	13.612	
	New Sharon, Iowa.....	Newton, Iowa.....	27.748	
	Lynnville Junction, Ia	Lynnville.....	2.500	
Spur.....	Carbon Junction, Iowa.	Carbonado, Iowa.....	2.431	129.644
2. None.....				
3. Kleithsburg Bridge Co....	Across Mississippi Riv.	at Keithsburg.....	2.570	2.570
4. None.....				
5. Peoria & Pekin Union Ry.	Iowa Junction, Illinois.	Peoria, Illinois.....	3.500	3.500
Total.....				497.601

IOWA NORTHERN RAILWAY COMPANY.

DIRECTORS.

NAME.	P. O. ADDRESS.	NAME.	P. O. ADDRESS.
J. S. Wylie.....	Davenport, Iowa.	T. H. Griggs.....	Davenport Iowa.
D. Ryan.....	Newton, Iowa.	D. S. Couch..	Colfax, Iowa.
Geo. A. Goodrich	Colfax, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	J. S. Wylie.....	Davenport, Iowa.
Vice-President.....	D. Ryan.....	Newton, Iowa.
Secretary.....	Geo. A. Goodrich.....	Colfax, Iowa.
Treasurer.....	D. S. Couch.....	Colfax, Iowa.
General Superintendent..	Geo. A. Goodrich.....	Colfax, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Iowa Northern Railway.....	Colfax.....	Valeria.....	5.93
Iowa Northern Railway branch.....	Jule Junction.....	Black Crook Mine.....	1.00
Total.....			6.93

KEOKUK & WESTERN RAILROAD COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
T. DeWitt Cuyler	Philadelphia, Pa.	W. H. Gebhart.....	New York, 44 Pine St.
G. H. Candee	New York, 44 Pine St.	F. M. Drake.....	Centerville, Iowa.
Benj. Strong.....	New York, 44 Pine St.	A. O. Goodrich.....	Keokuk, Iowa.
Francis Paton.....	New York, 44 Pine St.	F. T. Hughes.....	Keokuk, Iowa.
Benj. Graham.....	New York, 44 Pine St.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	F. T. Hughes.....	Keokuk, Iowa.
Vice-President.....	T. DeWitt Cuyler.....	Philadelphia, Pa.
Secretary.....	J. F. Elder.....	Keokuk, Iowa.
Treasurer.....	O. M. Jessup.....	New York, N. Y.
Auditor.....	J. F. Elder.....	Keokuk, Iowa.
General Manager.....	A. O. Goodrich.....	Keokuk, Iowa.
Superintendent of Telegraph.....	J. P. Boyle.....	Keokuk, Iowa.
General Freight Agent.....	A. M. McCrae.....	Keokuk, Iowa.
Assistant General Passenger Agent.....	J. F. Elder.....	Keokuk, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Keokuk & Western R. R....	Alexandria, Mo.	Van Wert, Iowa.....		142.80
St. Louis & N. W. R. R.....	Keokuk.....	Alexandria, Mo.		5.17
Total.....				147.97

REPORT OF RAILROAD COMMISSIONERS.

MASON CITY & FORT DODGE RAILROAD COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
James G. Hill.....	St. Paul, Minn.	Wm. A. Stephens.....	St. Paul, Minn.
David C. Shepard.....	St. Paul, Minn.	S. S. Breed	St. Paul, Minn.
Ham. Brown.....	Ft. Dodge, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Wm. A. Stephens...	St. Paul, Minn.
Secretary and Treasurer.....	S. T. Meservy.....	Ft. Dodge, Iowa.
Auditor.....	R. W. Eager.....	
General Manager.....	C. O. Burdick.....	Mason City, Iowa.
Superintendent of Telegraph.....	C. M. Halstead.....	Mason City, Iowa.
Asst. General Passenger Agent..	James Mahoney.....	Mason City, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Mason City & Ft. Dodge..	Mason City	Lehigh		88.40
	Carbon Junction.....	Coalville.....		3.60
Total				92.00

MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
C. J. Ives	Cedar Rapids.	W. O. Hale.....	Minneapolis, Minn.
Wm. Strauss	New York City, N. Y.	W. H. Truesdale..	Minneapolis, Minn.
W. A. Reed	New York City, N. Y.	W. L. Bull.	New York City, N. Y.
E. Hawley.....	New York City, N. Y.	J. Kennedy Tod... ..	New York City, N. Y.
W. D. Washburn.....	Minneapolis, Minn.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. H. Truesdale.....	Minneapolis, Minn.
Secretary and Treasurer.....	Joseph Gaskell.....	Minneapolis, Minn.
General Solicitor.....	A. E. Clark.....	Minneapolis, Minn.
Auditor.....	O. C. Post.....	Minneapolis, Minn.
General Manager.....	W. H. Truesdale.....	Minneapolis, Minn.
General Superintendent.....	T. E. Clark.....	Minneapolis, Minn.
Assistant Superintendent.....	H. S. Holm.....	Ft. Dodge, Iowa.
Superintendent of Telegraph	W. F. Fox.....	Minneapolis, Minn.
General Freight Agent.....	W. M. Hopkins.....	Minneapolis, Minn.
General Passenger Agent.....	C. M. Pratt.....	Minneapolis, Minn.
Receiver.....	W. H. Truesdale.....	Minneapolis, Minn.

MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED.

1. Railroad lines represented by capital stock:
 - a Main line.
 - b Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rent is contingent upon earnings or other considerations.
6. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1 a. Minneapolis & St. L. R'y...	Minneapolis, Minn...	Angus, Iowa.....	260.60	260.60
1 b. Minneapolis & St. L. R'y...	Hopkins, Minn.....	Martin, Minn.....	91.70	95.00
1 b. Minneapolis & St. L. R'y...	Maritou Jct., Minn...	Lake Park, Minn....	1.50	
1 b. Minneapolis & St. L. R'y...	Kalo Jct., Iowa.....	Kalo, Iowa.....	1.80	
5. St. Paul & N. Pacific R. R. Co.	7th St., St. P. Minn...	20th Ave., Minne....	12.10	12.10
Total.....				367.70

OMAHA & ST. LOUIS RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Henry W. Eaton.....	New York City.	Chas. T. Thompson...	New York City.
James H. Smith.....	New York City.	Walter Bond.....	New York City.
Edward W. Sheldon...	New York City.	W. H. M. Pusey....	Council Bluffs.
Geo. W. Smith.....	New York City.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	James H. Smith.....	New York, N. Y.
Vice-President.....	Henry W. Eaton.....	New York, N. Y.
Secretary.....	T. R. Wire.....	New York, N. Y.
Treasurer.....	Henry W. Eaton.....	New York, N. Y.
General Solicitor.....	Theodore Sheldon.....	Chicago, Ill.
Auditor.....	W. L. Bedison.....	Council Bluffs, Iowa.
General Manager.....	F. M. Gault.....	Council Bluffs, Iowa.
General Superintendent.....	A. E. Buchanan.....	Stanberry, Mo.
Superintendent of Telegraph.....	J. C. Kiasman.....	Decatur, Ill.
Receiver.....	J. F. Barnard.....	Council Bluffs, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO--	
Omaha & St. Louis Railway.....	Council Bluffs, Iowa...	Pattonsburg, Mo.....	145.00
Total.....			145.00

PRAIRIE DU CHIEN & MCGREGOR RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Thomas C. Lawler.....	Prairie du Chien, Wis.	Dan. W. Lawler.....	Prairie du Chien, Wis.
James Lawler.....	Prairie du Chien, Wis.	Jos. C. Lawler.....	Prairie du Chien, Wis.
John D. Lawler.....	Prairie du Chien, Wis.		

OFFICERS.

President.....	Thomas C. Lawler.....	Prairie du Chien, Wis.
Vice-President.....	John D. Lawler.....	Prairie du Chien, Wis.
Treasurer.....	Thomas C. Lawler.....	Prairie du Chien, Wis.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Prairie du Chien & McGregor.....	Prairie du Chien.....	North McGregor.. ..	2.00
Total.....			2.00

SIOUX CITY & NORTHERN RAILROAD.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Ed. Haakinson.....	Sioux City, Iowa.	E. H. Hubbard	Sioux City, Iowa.
John Hornlok.....	Sioux City, Iowa.	Clarkson Lindley	Minneapolis, Minn.
Craig L. Wright.....	Sioux City, Iowa.	W. E. Dodge.....	Minneapolis, Minn.
J. P. Wall.....	Sioux City, Iowa.	M. D. Graver.....	St. Paul, Minn.
A. S. Garretson.....	Sioux City, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	A. S. Garretson.....	Sioux City, Iowa.
Secretary	Geo. W. Oakley.....	Sioux City, Iowa.
Treasurer	Geo. W. Oakley.....	Sioux City, Iowa.
Chief Engineer	E. S. Johnson.....	Sioux City, Iowa.
General Solicitor, Attorney or Counsel...	Wright, Hubbard & Yeomans.....	Sioux City, Iowa.
Auditor.....	Geo. Hills.....	Sioux City, Iowa.
General Freight Agent	T. A. Price.....	Sioux City, Iowa.
General Passenger Agent	W. B. McKider	Sioux City, Iowa.
Superintendent of Telegraph	F. W. Ackley.....	Sioux City, Iowa.

PROPERTY OPERATED.

1. Main line owned.
5. Line of proprietary companies.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
1. Sioux City & Northern R. R.....	Sioux City, Iowa.....	Garretson, S. D.	96.00
5. Sioux City Terminal Railway & Warehouse Company.....	Division street, Sioux City, Iowa.....	Douglass street, Sioux City, Iowa...	1.28
Total.....			97.28

CONDENSED RETURNS OF RAILROAD COMPANIES.

125

SIOUX CITY & PACIFIC RAILROAD COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Marvin Hughitt.....	Chicago, Ill.	Horace Williams	Clinton, Iowa.
Albert Keep.....	Chicago, Ill.	William H. Newman ..	Chicago, Ill.
Martin L. Sykes.....	New York City.	Marshall M. Kirkman ..	Chicago, Ill.
Wm. H. Stennett	Chicago, Ill.	Joseph B. Redfield	Chicago, Ill.
Daniel P. Kimball ...	Boston, Mass.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Marvin Hughitt	Chicago, Ill.
Vice-President	M. L. Sykes	New York, N. Y.
Secretary.....	Joseph B. Redfield.....	Chicago, Ill.
Treasurer.....	M. M. Kirkman	Chicago, Ill.
Chief Engineer	John B. Berry.....	Omaha, Neb.
General Attorney	John B. Hawley.....	Omaha, Neb.
Auditor.....	J. B. Redfield	Chicago, Ill.
General Manager.....	Horace G. Burt.....	Omaha, Neb.
General Passenger Agent	John R. Buchanan	Omaha, Neb.
General Superintendent	Chas. H. Hughes.....	Omaha, Neb.
Division Superintendent.....	Henry C. Mahanna	Fremont, Neb.
Superintendent of Telegraph.....	W. P. McFarlane.....	Omaha, Neb.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Sioux City & Pacific R. R. ...	Sioux City, Iowa	Fremont, Neb.	101.58	
	Missouri Valley	California Junction ...	5.84	107.42
Total				107.42

TABOR & NORTHERN RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Wm. M. Brooks	Tabor, Iowa	H. T. Woods.....	Tabor, Iowa.
J. M. Barbour.....	Tabor, Iowa	J. E. Todd.....	Vermillion, S. D.
A. S. Prouty	Tabor, Iowa	Tom. McClelland.. ...	Forest Grove, Oregon.
A. L. West	Tabor, Iowa		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	W. M. Brooks	Tabor, Iowa.
Vice-President.....	J. E. Todd.....	Vermillion, S. Dakota.
Secretary	H. T. Woods	Tabor, Iowa.
Treasurer	J. M. Barber	Tabor, Iowa.
Auditor	J. C. Tipple	Tabor, Iowa.
General Manager	A. T. West	Tabor, Iowa.
General Superintendent.....	A. S. Prouty	Tabor, Iowa.
General Passenger Agent	A. S. Prouty	Tabor, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles
	FROM—	TO—	
Tabor & Northern Railway.....	Tabor	Malvern.....	8.79
Total.....			8.79

WABASH RAILROAD COMPANY.

DIRECTORS.

NAME.	POST-OFFICE ADDRESS.	NAME.	POST-OFFICE ADDRESS.
O. D. Ashley	New York City, N. Y.	John T. Terry	New York, N. Y.
George J. Gould	New York City, N. Y.	Russell Sage	New York, N. Y.
Edgar T. Welles	New York City, N. Y.	Francis Pavy	London, Eng.
Henry K. McHarg	New York City, N. Y.	O. C. Macrae	London, Eng.
C. J. Lawrence	New York City, N. Y.	P. B. Wyckoff	New York, N. Y.
S. C. Reynolds	Toledo, Ohio.	Edwin Gould	New York, N. Y.
Thos. R. Hubbard	New York, N. Y.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	O. D. Ashley	New York, N. Y.
Vice-Presidents	Edgar T. Welles	New York, N. Y.
	James F. How	St. Louis, Mo.
Secretary	J. C. Otteson	New York, N. Y.
Treasurer	F. L. O'Leary	St. Louis, Mo.
General Manager	C. M. Hays	St. Louis, Mo.
General Superintendent	H. L. Magee	St. Louis, Mo.
	E. A. Gould	Peru, Ind.
Division Superintendents	J. S. Goodrich	Chicago, Ill.
	F. H. McGuigan	Kansas City, Mo.
Chief Engineer	W. S. Lincoln	St. Louis, Mo.
Superintendent of Telegraph	G. O. Kinsman	Decatur, Ill.
Auditor	D. B. Howard	St. Louis, Mo.
General Passenger Agent	F. Chandler	St. Louis, Mo.
General Freight Agent	S. B. Knight	St. Louis, Mo.
General Solicitor	W. H. Blodgett	St. Louis, Mo.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
LINES OWNED—				
The Wabash Railroad	Toledo	E. Hannibal	462.3	
	Bluffs	Camp Point	39.4	
	Clayton	Elvaston	34.5	
	Decatur	E. St. Louis	110.2	
	Edwardsville	Edwardsville Cross'g	8.5	
	Auburn Junction	Effingham	205.4	
	Shumway	Altamont	10.3	
	Fairbury	Streator	31.5	
	Delray	Butler	109.9	
	Montpelier	Clarke Junction	149.7	
	St. Louis	Harlem	274.8	
	St. L., Franklin Ave.	Ferguson	10.8	
	Moberly	Ottumwa	131.2	
	Salisbury	Glasgow	15.5	
				1,504.0
LINES LEASED—				
Louisiana and Pike Co. R. R.	Pittsfield Junction	Pittsfield	6.1	
Eel River R. R.	Butler	Logansport	94.2	
Peru and Detroit Ry. Co.	Chill	Peru	9.5	
Brunswick & Chillicothe	Brunswick	Chillicothe	38.2	
St. Louis, Council B. & Omaha	Chillicothe	Pattonsburg	41.4	
Boone Co. & Booneville R. R.	Centralia	Columbia	21.6	
				211.0
LINES OPERATED UNDER JOINT TRackage ARRANGEMENTS—				
Chil., Burlington & Quincy	Camp Point	Quincy	21.8	
Toledo, Peoria & Western	Elvaston	Hamilton	6.5	
Chicago & Western Indiana	Chicago	Auburn Junction	8.0	
Toledo, Peoria & Western	Forrest	Fairbury	5.5	
Detroit Union Dep. & Station Co. and Fort St. U. Dep. Co.	Detroit, Union Dep't	Delray	4.6	
Chicago & Calumet Terminal	Clarke Junction	State Line (Ind. & Ill.)	5.7	
Chicago & Western Indiana	State Line (Ind. & Ill.)	Auburn Junction	11.8	
Terminal R. R. Ass'n St. L.	St. Louis Union Dep.	Tayon Avenue .....	.5	

WABASH RAILROAD COMPANY—CONTINUED.

PROPERTY OPERATED--CONTINUED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Hannibal & St. Joseph.....	Harlem.....	Kansas City.....	1.5	
Chi., Rock Island & Pacific ..	Ottumwa.....	Harvey.....	38.0	
LINES BELONGING TO PURCHASING COMMITTEE.				103.9
Attica, Covington & South'n	Attica.....	Covington.....	14.8	
Champaign Branch.....	Champaign.....	Sidney.....	11.7	
*Des Moines & St. Louis	Harvey.....	Des Moines.....	43.4	
				69.9
Total mileage operated.....				1,978.8

NOTE.—In addition to the above joint trackage arrangements, this company has an arrangement with the Missouri, Kansas & Texas Railroad whereby it runs its passenger trains over the track of the Missouri, Kansas & Texas Railroad between Hannibal and Moberly, a distance of 70 miles.

*The line from Albia to Harvey, 23.4 miles, is not now being operated and the mileage is not included above. This is a part of the Des Moines & St. Louis R. R., and belongs to the Purchasing Committee.

RECAPITULATION SHOWING LINES OPERATED EAST AND WEST OF THE MISSISSIPPI RIVER.

DESCRIPTION OF LINES.		Owned.	Leased.	Operated under joint track- age arrange- ments.	Belonging to the purchas- ing commit- tee.	Total.
FROM—	TO—					
LINES EAST OF THE MISSISSIPPI RIVER.						
Toledo.....	East Hannibal.....	462.3				462.3
Bluffs.....	Camp Point.....	39.4				39.4
Camp Point.....	Quincy.....			21.8		21.8
Clayton.....	Elvaston.....	34.5				34.5
Elvaston.....	Hamilton.....			6.5		6.5
Pittsfield Junction.....	Pittsfield.....		6.1			6.1
Attica.....	Ovington.....				14.8	14.8
Sidney.....	Champaign.....				11.7	11.7
Decatur.....	East St. Louis.....	110.2				110.2
Edwardsville.....	Edwardsville Crossing.....	8.5				8.5
Chicago.....	Auburn Junction.....			8.0		8.0
Auburn Junction.....	Effingham.....	205.4				205.4
Shumway.....	Altamont.....	10.3				10.3
Forest.....	Fairbury.....			5.5		5.5
Fairbury.....	Streator.....	31.5				31.5
Detroit, Union Depot.....	Delray.....			4.6		4.6
Delray.....	Butler.....	109.9				109.9
Butler.....	Logansport.....		94.2			94.2
Chillicothe.....	Peru.....		9.5			9.5
Montpelier.....	Clarke Junction.....	149.7				149.7
Clarke Junction.....	State Line (Ind. and Ill.).....			5.7		5.7
State Line (Ind. and Ill.).....	Auburn Junction.....			11.8		11.8
Total lines east.....		1,161.7	109.8	63.9	26.5	1,361.9
LINES WEST OF THE MISSISSIPPI RIVER.						
St. Louis, Union Depot.....	Tayon avenue.....			0.5		0.5
St. Louis, Tayon avenue.....	Harlem.....	274.8				274.8
Harlem.....	Kansas City.....			1.5		1.5
St. Louis, Franklin avenue.....	Ferguson.....	10.8				10.8
Moberly.....	Ottumwa.....	131.2				131.2
Ottumwa.....	Harvey.....			38.0		38.0
Harvey.....	Des Moines.....				43.4	43.4
Brunswick.....	Chillicothe.....		38.2			38.2
Chillicothe.....	Pattonsburg.....		41.4			41.4
Centralia.....	Columbia.....		21.6			21.6
Salisbury.....	Glasgow.....	15.5				15.5
Total lines west.....		432.3	101.2	40.0	43.4	616.9
Total all lines.....		1,594.0	211.0	103.9	69.9	1,978.8

REPORT OF RAILROAD COMMISSIONERS.

WABASH RAILROAD COMPANY—CONTINUED.

STATEMENT SHOWING MILES OF ROAD OPERATED IN EACH STATE.

DESCRIPTION OF LINES.		Michigan.	Ohio.	Indiana.	Illinois.	Missouri.	Iowa.	Total.
FROM—	TO—							
LINES EAST OF THE MISSISSIPPI RIVER.								
Toledo.....	East Hannibal.....		75.7	166.8	219.8			462.3
Bluffs.....	Camp Point.....				39.4			39.4
Camp Point.....	Quincy.....				21.8			21.8
Clayton.....	Elvaston.....				34.5			34.5
Elvaston.....	Hamilton.....				6.5			6.5
Pittsfield Junction.....	Pittsfield.....				6.1			6.1
Attica.....	Covington.....			14.8				14.8
Sidney.....	Champaign.....				11.7			11.7
Decatur.....	East St. Louis.....				110.2			110.2
Edwardsville.....	Edwardsville Crossing.....				8.5			8.5
Chicago.....	Auburn Junction.....				8.0			8.0
Auburn Junction.....	Effingham.....				205.4			205.4
Shumway.....	Altamont.....				10.3			10.3
Forrest.....	Fairbury.....				5.5			5.5
Fairbury.....	Streator.....				31.5			31.5
Detroit, Union Depot.....	Delray.....	4.6						4.6
Delray.....	Butler.....	75.9	28.9	5.1				109.9
Butler.....	Logansport.....			94.2				94.2
Chill.....	Peru.....			9.5				9.5
Montpelier.....	Clarke Junction.....		10.3	139.4				149.7
Clarke Junction.....	State Line (Ind. & Ills.).....			5.7				5.7
State Line (Ind. & Ills.).....	Auburn Junction.....				11.8			11.8
Total lines east.....		80.5	114.9	435.5	731.0			1,361.9
LINES WEST OF THE MISSISSIPPI RIVER.								
St. Louis Union Depot.....	Tayon Ave.....					0.5		0.5
St. Louis, Tayon Ave.....	Harlem.....					274.8		274.8
Harlem.....	Kansas City.....					1.5		1.5
St. Louis, Franklin Ave.....	Ferguson.....					10.8		10.8
Moberly.....	Ottumwa.....					87.9	43.3	131.2
Ottumwa.....	Harvey.....						38.0	38.0
Harvey.....	Des Moines.....						43.4	43.4
Brunswick.....	Chillicothe.....					38.2		38.2
Chillicothe.....	Pattonsburg.....					41.4		41.4
Centralia.....	Columbia.....					21.6		21.6
Salisbury.....	Glasgow.....					15.5		15.5
Total lines west.....						492.2	124.7	616.9
Total all lines.....		80.5	114.9	435.5	731.0	492.2	124.7	1,978.8

WINONA & SOUTHWESTERN RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
Royal D. Cane.....	Winona, Minn.	M. G. Norton.....	Winona, Minn.
S. W. Champion.....	Green Bay, Wis.	V. Simpson.....	Winona, Minn.
Andrew Hamilton.....	Winona, Minn.	Thos. Simpson.....	Winona, Minn.
Chas. Horton.....	Winona, Minn.	Wm. Hayes.....	Winona, Minn.
H. W. Lambertson.....	Winona, Minn.	Jo. Walker, Jr.....	New York City.
W. K. Laird.....	Winona, Minn.	E. S. Yeomans.....	Winona, Minn.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	H. W. Lambertson.....	Winona, Minn.
Vice-President.....	Virazzano Simpson.....	Winona, Minn.
Secretary.....	Thomas Simpson.....	Winona, Minn.
Treasurer.....	M. G. Norton.....	Winona, Minn.
General Solicitor.....	Thom. Simpson.....	Winona, Minn.
Auditor.....	E. G. Hornbrook.....	Winona, Minn.
Superintendent.....	John J. Mahoney.....	Winona, Minn.
Assistant General Passenger Agt.....	J. J. Mahoney.....	Winona, Minn.

CONDENSED RETURNS OF RAILROAD COMPANIES.

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WINONA & SOUTHWESTERN RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles.
	FROM—	TO—	
Winona & Southwestern Ry.....	Winona, Minn.....	Osage, Iowa.....	114.41
Total.....			114.41

DES MOINES UNION RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
F. C. Hubbell.....	Des Moines, Iowa.	A. B. Cummins	Des Moines, Iowa.
F. M. Hubbell	Des Moines, Iowa.	G. M. Dodge.....	New York City.
H. D. Thompson.....	Des Moines, Iowa.	L. M. Martin.....	Des Moines, Iowa.
A. N. Denman.....	Des Moines, Iowa.	Chas. M. Hayes.....	St. Louis, Mo.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	F. C. Hubbell.....	Des Moines, Iowa.
Vice President.....	A. B. Cummins	Des Moines, Iowa.
Secretary.....	F. M. Hubbell.....	Des Moines, Iowa.
Treasurer.....	H. D. Thompson.....	Des Moines, Iowa.
General Solicitor.....	A. B. Cummins.....	Des Moines, Iowa.
Auditor.....	E. G. Mitchell.....	Des Moines, Iowa.
General Superintendent.....	J. A. Wagner.....	Des Moines, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles.
	FROM—	TO—	
Des Moines Union Railway Co.....	Des Moines.....	Des Moines.....	2.7
Total.....			2.7

BURLINGTON & NORTHWESTERN RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
T. W. Barhydt.....	Burlington, Iowa.	Lyman Cook.....	Burlington, Iowa.
W. W. Baldwin.....	Burlington, Iowa.	C. P. Squires.....	Burlington, Iowa.
H. G. Garrett.....	Burlington, Iowa.	H. B. Scott.....	Burlington, Iowa.
J. T. Remy.....	Burlington, Iowa.	Norman Everson.....	Washington, Iowa.
J. W. Blythe.....	Burlington, Iowa.		

REPORT OF RAILROAD COMMISSIONERS.

BURLINGTON & NORTHWESTERN RAILWAY COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	T. W. Barhydt.....	Burlington, Iowa.
Vice-President	J. T. Remy.....	Burlington, Iowa.
Secretary	R. M. Green.....	Burlington, Iowa.
Treasurer	R. M. Green.....	Burlington, Iowa.
Auditor	K. M. Boden.....	Burlington, Iowa.
General Superintendent.....	J. T. Gerry.....	Burlington, Iowa.
Superintendent of Telegraph.....	E. J. Goodspeed.....	Burlington, Iowa.
General Freight Agent.....	J. T. Gerry.....	Burlington, Iowa.
General Passenger Agent.....	J. T. Gerry.....	Burlington, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Burlington & Northwestern R'y.	Mediapolis	Washington.....	38.73	38.73
	Burlington.....	Mediapolis.....		13.77
Total.....				52.50

BURLINGTON & WESTERN RAILWAY COMPANY.

DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
T. W. Barhydt.....	Burlington, Iowa.....	J. B. Blythe.....	Burlington, Iowa.
O. P. Squires.....	Burlington, Iowa.....	H. B. Scott.....	Burlington, Iowa.
Lyman Cook.....	Burlington, Iowa.....		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	T. W. Barhydt.....	Burlington, Iowa.
Vice-President.....	O. P. Squires.....	Burlington, Iowa.
Secretary {	R. M. Green.....	Burlington, Iowa.
Treasurer {	R. M. Green.....	Burlington, Iowa.
Auditor.....	R. M. Boden.....	Burlington, Iowa.
General Superintendent.....		Burlington, Iowa.
Superintendent of Telegraph.....		Burlington, Iowa.
General Freight Agent.....	J. T. Gerry.....	Burlington, Iowa.
General Passenger Agent.....	J. T. Gerry.....	Burlington, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles.
	FROM—	TO—	
Burlington & Western.....	Winfield.....	Oskaloosa.....	70.70
*Burlington & Northwestern.....	Burlington.....	Winfield.....	33.50
Total.....			104.20

* This company has, by payments of its proportion of joint expense of train service and track repairs the right to run over the Burlington & Northwestern Railway from Winfield to Mediapolis, 19.73 miles, and thence to Burlington, 13.77 miles over the B., O. R. & N. R'y under trackage rights of the B. & N. W. R'y with that company.

CONDENSED RETURNS OF RAILROAD COMPANIES.

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DES MOINES & KANSAS CITY RAILWAY COMPANY.

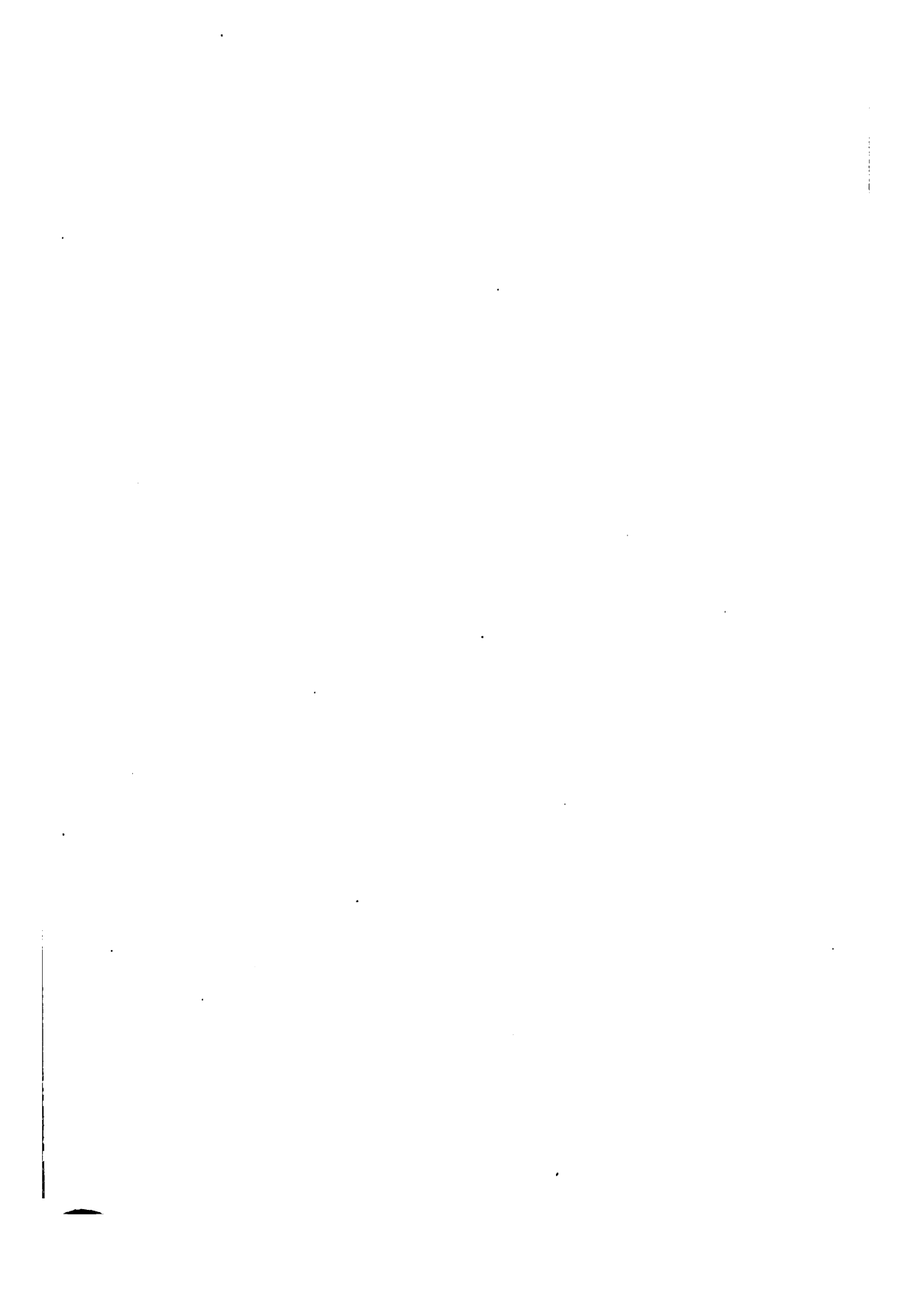
DIRECTORS.	POST-OFFICE ADDRESS.	DIRECTORS.	POST-OFFICE ADDRESS.
M. B. V. Edgerly .. .	Springfield, Mass.	D. B. Wesson.....	Springfield, Mass.
B. F. Folsom.....	Exeter, N. H.	R. T. Wilson..	New York, N. Y.
J. C. Newton.....	Des Moines, Iowa.	A. C. Barstow, Jr	Providence, R. I.
W. F. Putnam.....	Exeter, N. H.	Ed. Woodman.....	Portland, Maine.
John S. Tilney.....	New York, N. Y.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	M. B. V. Edgerly	Springfield, Mass.
Vice-President.	J. C. Newton	Des Moines, Iowa.
Secretary	B. F. Kauffman	Des Moines, Iowa.
Treasurer	Fred Harris.....	Springfield, Mass.
General Solicitor ..	B. F. Kauffman.....	Des Moines, Iowa.
Auditor	T. C. Sherwood	Des Moines, Iowa.
General Manager.....	J. C. Newton	Des Moines, Iowa.
Superintendent.....	T. C. Sherwood	Des Moines, Iowa.
Superintendent of Telegraph	T. C. Sherwood	Des Moines, Iowa.
General Freight Agent	T. C. Sherwood.....	Des Moines, Iowa.
General Passenger Agent	T. C. Sherwood....	Des Moines, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles.
	FROM—	TO—	
Des Moines & Kansas City Ry. Co.....	Des Moines, Iowa.	Cainsville, Mo.....	112.00
Total.....	.....	.....	112.00



ADJUSTMENT OF COMPLAINTS.

ADJUSTMENT OF COMPLAINTS.

SIoux CITY, CHICAGO & BALTIMORE } *Application for condemnation proceed-*
RAILWAY COMPANY. } *ings for station grounds at Sioux City.*

In the matter of the application of the Sioux City, Chicago & Baltimore Railway Company for authority to condemn certain property for station grounds in Sioux City, Iowa.

December 21, 1892, the Sioux City, Chicago & Baltimore Railway Company filed with the Commissioners a petition asking that said company be authorized and empowered to condemn certain lands and premises in Floyd City addition, Sioux City, Iowa, set forth and described in said petition.

January 3, 1893, was fixed upon as the time for a hearing of the matter of said application at Sioux City, and all the land owners and parties interested were duly notified of the time and place so fixed upon for such hearing.

Upon said last mentioned date the Commissioners met at Sioux City and personally examined the premises sought to be condemned and an opportunity was given for all parties interested to be heard before the Board.

The petitioner appeared by Lewis & Holmes, its attorneys. John P. Allison appeared for himself and George Weare, land owners, and Henry B. Shields, another land owner, appeared by Wilson & Quick, his attorneys. No person appeared for any of the other land owners interested in said proceeding.

The following paper in the nature of an objection to the jurisdiction of the Commissioners was filed on behalf of the said Henry B. Shields:

"Whereas, said Sioux City, Chicago & Baltimore Railway Company has made application for permission to condemn the following described premises, situated in Woodbury county, Iowa, viz.: The west two-thirds of lots eleven (11) and twelve (12), block (19) nineteen, Floyd City addition, Sioux City, in said county and State for station grounds, and, whereas, said railway corporation neither owns nor operates a completed railway in the State of Iowa, and, whereas, said Commissioners only have jurisdiction in cases of this nature where the railway corporation owns or operates a completed line of railway in the State of Iowa, therefore the said Henry B. Shields does hereby object to said Board of Railroad Commissioners granting said permission or taking any action in said matter so far as his said premises are concerned, for the reason that they have no jurisdiction in said matter.

HENRY B. SHIELDS,
By WILSON & QUICK,
His Attorneys and Agents."

Dated Sioux City, Iowa, January 3, 1893.

Mr. Allison orally made the same objection to the jurisdiction of the Commissioners in the premises.

The statute under which the Board may exercise what authority it has in such

matter was passed by the Twentieth General Assembly, approved April 14, 1884, and reads as follows:

"Any railway corporation owning or operating a completed railway in the State of Iowa, shall have power to condemn lands for necessary additional depot grounds in the same manner as is provided by law for the condemnation of the right of way, *provided*, That before any proceedings shall be instituted to condemn such additional grounds, the railway company shall apply to the Railway Commissioners, who shall give notice to the land owner and examine into the matter and report by certificate to the clerk of the circuit (district) court in the city in which the land is situated, the amount and description of the additional lands necessary for the reasonable transaction of the business, present and prospective, of such railway company. Whereupon said railway company shall have power to condemn the lands so certified by the Commissioners."

Before that statute was enacted a railway company could not exercise the power of eminent domain and condemn land for additional depot grounds. Whatever authority it now has for that purpose is contained in that section of the statute.

It is admitted on the part of the petitioner that before it can proceed in the manner provided by law to condemn the lands in question, it must be owning or operating a completed railway in the State of Iowa, but it is claimed that the Commissioners have authority to determine as to the amount and description of the additional lands necessary for the reasonable transaction of the business, present and prospective, of said railway company, before it so owns or operates a completed railway.

The Commissioners cannot, upon careful consideration of the matter, concur in that view of the law. The legislature has seen fit to impose the condition precedent to any condemnation proceedings that the railway shall own or operate a completed railway. The law making power determines the policy that shall be adopted in such cases. If this Board can, a short time prior to any such ownership or operation of a railway, determine as to the necessity for such additional depot grounds, then there would appear to be no limit as to the time when it could act upon such an application. While it could not fairly be said that such action might cast a cloud upon the title, or right of a land owner to freely use or dispose of his land, yet it might in many cases place his land in such a position as to seriously interfere with a sale, or other disposition of the same as he might prefer and might in many cases injuriously affect its market value.

It is conceded by the petitioner in this case that it does not now own or operate a completed railway in the State of Iowa in any proper sense in which the terms "completed railway," as used in the statute cited, might be construed. The Board, therefore, do not feel authorized, at the present time, to grant the certificate asked for by petitioner.

Des Moines, Iowa, January 5, 1893.

JOSEPH S. REYNARD, CRESTON, IOWA,

vs.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY AND CHICAGO GREAT
WESTERN RAILWAY COMPANY.

} *Passenger transfer facilities at Afton
Junction.*

Complaint filed March 27, 1893.

DECISION OF COMMISSIONERS.

On March 25, 1893, Mr. Reynard wrote the Board calling their attention to the

method of transferring baggage from one railway to the other at Afton Junction. He states that there are sixty steps and baggage must be dragged up and down to the inconvenience of passengers and the annoyance of the agent at that point. He asks in addition that train No. 12, on the Chicago, Burlington & Quincy, be required to stop at Afton Junction in addition to the four passenger trains that now stop, and gives as a reason for this, that passengers from the south arriving there at any time before midnight may take this train and reach eastern Iowa points by six o'clock in the morning. He states in addition that the train is light and running slow, makes generally, all the stops. On March 27th Mr. Reynard was notified that the Commissioners would be at the Junction on the 30th and was requested to meet them and the representatives of the railway companies there at that time. Mr. Reynard did not appear and made no showing of what the business would be if that train should stop. The officers of the Chicago, Burlington & Quincy Railroad Company admit that the train No. 12 is light and could stop at this place without material inconvenience; requiring it to do so, however, would involve the employment of a night agent at this station, which would be an expenditure without any return, as very few persons would care to change cars at such a place at midnight. Unless proof is furnished of the necessity of this change, and some indication of the probable increase of traffic by it, the Board will not feel authorized to order the train to stop.

The attention of the companies is called to the method of transfer of baggage, which is thought may be materially improved without much additional expense.

Des Moines, Iowa, April 12, 1893.

Since the above decision was rendered ample transfer facilities, for the transfer of baggage, have been provided at this point.

JOHN M. REDMOND, CEDAR RAPIDS,
IOWA.

VS.

CHICAGO & NORTHWESTERN RAILWAY
COMPANY.

Dangerous highway crossing.

Complaint filed March 25, 1893.

DECISION OF COMMISSIONERS.

On March 25, 1893, a letter from John M. Redmond, of Cedar Rapids, was filed in the office of the Commissioners which stated that, at the crossing of the cut-off line of the Chicago & Northwestern railway, and the Burlington, Cedar Rapids & Northern railway, near the mouth of Prairie Creek, there was a highway crossing that was much traveled and was very dangerous from the situation.

At this place the Chicago & Northwestern railway runs under the Burlington, Cedar Rapids & Northern road through a culvert, and at the mouth of the culvert, or the west end, the highway crosses and goes under the Burlington, Cedar Rapids & Northern, through another culvert several hundred feet further south.

One of the Commissioners, who has been at, and examined this crossing, reports the embankment of the Burlington, Cedar Rapids & Northern at the crossing is about thirty feet high, and for about one mile is high enough to obstruct the view

of trains from the east. A train cannot be seen from the highway after it passes west of the Burlington, Cedar Rapids & Northern railway until the mouth of the culvert is reached; north of this the distance is greater than south and all highway travel goes west of and along this high bank, and it is impossible for a person on the highway to tell when a train is coming, which makes it very dangerous. The complainant says that many have narrowly escaped, and a team and man were killed there last fall.

On April 4th, the Commissioners were at Cedar Rapids and met Mr. Dawley, representing the Chicago & Northwestern Railway Company, who claimed that this crossing was not materially more dangerous than any crossing at the mouth of a cut, and that the road has been running five years and but two serious accidents had occurred in that time. This is practically an admission that the place is dangerous, and that some remedy should be applied.

Under the provisions of section 3, chapter 77, of the Laws of the Seventeenth General Assembly, the Commissioners are charged with the duty of examining the manner of the conduct of the railroads with reference to the public safety and convenience. "Whenever in the judgment of the Railroad Commissioners it shall appear * * * that any change in the mode of operating its road and conducting its business, is reasonable and expedient in order to promote the security, convenience and accommodation of the public, they shall inform the railroad companies," etc.

The Commissioners regard this highway crossing as extremely dangerous, and would advise that either a watchman be stationed to warn those traveling on the highway of the approach of trains, or that a gong be placed there operated by the trains. This latter method of giving the danger signals has been in successful operation at some points in the State for nearly two years and, as it is comparatively cheap, would probably meet the existing conditions better than anything else they can suggest.

Des Moines, Iowa, April 12, 1893.

W. F. KNOWLES, JAMES, IOWA,

VS.

CHICAGO, ST. PAUL, MINNEAPOLIS &
OMAHA RAILWAY COMPANY.

Discrimination in sale of tickets.

Complaint filed February 23, 1893.

DECISION OF COMMISSIONERS.

On February 21, 1893, W. F. Knowles, of James, Iowa, wrote the Commissioners, making the following complaint, that the agent of the Chicago, St. Paul, Minneapolis & Omaha Railway Company, refused to sell tickets from Hinton and James stations to Le Mars, but does sell tickets from these places to stations on its own road north of Le Mars; that it would be a great convenience to parties living at these two stations to be able to take the train that leaves Sioux City at 8:35 A. M. On February 27th, he again wrote that parties going to Le Mars are compelled, if they ride on this train, to purchase tickets to a station beyond Le Mars, or to pay fifteen cents more for the trip than the regular fare. Another letter was received March 6th, reiterating the same complaint.

On March 6th, Mr. Winter, general manager of the defendant railway, replied that the trains of his road stop at James and Hinton only to take on and let off passengers going on his road north of Le Mars, and that the local business between stations on the Illinois Central road is handled by trains on that road which closely follow his trains. In a second letter, dated April 13th, Mr. Winter states that they "would deem it a hardship to be compelled to stop their trains for business which, under the terms of their contract with the Illinois Central, they are not entitled to take, nor the benefits of which are allowed to enjoy."

The Chicago, St. Paul, Minneapolis & Omaha Railway Company, leases trackage for its trains from Le Mars to Sioux City. It is customary, in such cases, for the road leasing trackage over its line to reserve the local business for its own benefit, and from the statement in Mr. Winter's letter of April 13th, the Commissioners conclude that it is done in this lease. There is certainly no wrong in this, as the Illinois Central Railroad Company, having built the road and put upon it trains, is certainly entitled to the benefits of the local business on its own line and may restrict their lessee to such use of the road as is consistent with its interests. It is the duty of the Illinois Central Company to afford to the people along its line reasonable facilities for the transaction of business, and for the accommodation of travel on its road, and in case of failure to do so a complaint would properly be made to the Commissioners, and it would be their duty to investigate and, on proper showing, could require the company to meet the requirements of traffic. Under the conditions as stated, the Commissioners are of the opinion that the Chicago, St. Paul, Minneapolis & Omaha Railway Company owe no such duty to the local travel between Le Mars and Sioux City as would require them to stop their trains for its accommodation, particularly as it is understood that it would be in violation of the terms of the lease.

Des Moines, Iowa, May 3, 1893.

CITIZENS OF PLEASANTON, IOWA,

VS.

DES MOINES & KANSAS CITY RAILWAY
COMPANY.

} *Passenger train service.*

Complaint filed February 24, 1893.

DECISION OF COMMISSIONERS.

On February 24, 1893, a letter from Z. H. Gurley to John Sherman was forwarded to the office of the Railroad Commissioners and with it a petition of Mr. Gurley and forty other citizens of Pleasanton, stating that from Leon south to Cainsville, Missouri, on the Des Moines & Kansas City Railway running through Pleasanton there is but one train a day. This train passes Pleasanton at 7:45 A. M. and arrives at Leon at 8:50, thence to Osceola and return. The time fixed for the return of the train to Pleasanton is about 5 P. M.; the train in returning is frequently late, varying from five to ten hours, and has frequently been entirely abandoned. From this irregularity in the return of this train the people of the vicinity are greatly inconvenienced, particularly as the train carries the United States mail. They allege that it is through the negligence of the railroad company and the total disregard of the rights of the citizens that the train service is so irregular. The petitioners ask the Commissioners to investigate this matter.

On February 28th a copy of the petition was sent to Mr. T. C. Sherwood, superintendent of the road. On February 27th Mr. Gurley wrote a letter to the Board in which he asks them to have the regular passenger train from Des Moines to Leon continued to Pleasanton and return from there instead of Leon, there being plenty of time. The distance is thirteen miles; the time train waits at Leon one hour and twenty minutes. This letter and the complaint were forwarded to Mr. Sherwood, superintendent, who, on March 6th, replied in a letter covering the entire subject. He states: *First*—That the reason the passenger service was not extended south of Leon was that, in his judgment, it would not pay the additional expense. To substantiate this he gives the passenger earnings of the first ten months of 1888 at Pleasanton and Cainsville, when his company operated a passenger train over that portion of the road. The earnings for the ten months at Pleasanton were \$416.25; at Cainsville, \$519 60, or a total of \$935.85, or for 264 days \$3 54 per day for running a train fifty miles; and he further claims that the greater part of the earnings were from passengers carried on the freight trains. Conditions have not, he says, materially changed since that time, and his position is that his company has no moral right to employ labor and contract expenses which it will be unable to pay. Any extension of service beyond Leon would be to Cainsville, as there are no facilities for turning the train at Pleasanton, and the extension would involve an additional train. Whatever is earned in passenger service is practically from the connections at Leon, Osceola and Des Moines. *Second*—That with the facilities the company has, it has been very difficult to keep his trains on time during the last winter, but positively denies that he has ever taken an engine from this Pleasanton and Cainsville train to run extra. They have had two accidents to engines that caused delay, but beyond these two days denies that they have gone into Cainsville more than an hour late. He claims that his road is on the verge of bankruptcy and that it requires close economy to keep it running, but looks forward to future development that will enable the company to more nearly meet the views of the patrons of the road.

In reply to Mr. Sherwood's statements with regard to his train service, affidavits were submitted by N. Young, Elisha Horn, T. M. Walker, J. N. Estes, M. E. Walker and J. E. Leeper, tending to show greater irregularities than he claims. The passenger earnings of Pleasanton station for the year 1892 are reported as \$519.14.

From the showing made the Commissioners do not see their way clear to order an additional passenger train on the south end of the road or to require the train that now runs from Des Moines to Leon and return, to be extended to Pleasanton. On this latter proposition they agree with Mr. Sherwood that it is impracticable. They must, however, insist that the patrons of the road are entitled to regular service and that trains be run on time or as nearly so as possible. The advertised time for the arrival and departure of trains should be the rule and unless some unforeseen conditions prevent should always be depended upon. A railroad company offering its services as a carrier of passengers, without some valid excuse, has no right by its negligence to deprive its patrons of the use of their time waiting for its movements. Its officers can determine from its business what is a proper time table and its duty is to follow it as nearly as possible.

Des Moines, Iowa, May 11, 1893.

PETER LUX, AND OTHERS, HOPKINTON,
IOWA,

vs.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

Station at Lux Siding.

Complaint filed January 7, 1898.

DECISION OF COMMISSIONERS.

On January 7, 1898, this Board was in receipt of a letter signed "Peter Lux and many others" complaining that the siding known as Lux Siding and located between the stations of Hopkinton and Delhi, of the Chicago, Milwaukee & St. Paul Railway Company, was not open for the transaction of business as it had been for the seven years previous, and claiming that the citizens in the vicinity of said siding were much inconvenienced by the refusal of said railway company to open said siding and receive freight as in years past.

On January 7, 1898, a copy of the complaint was forwarded to Mr. A. J. Earling, general manager of the Chicago, Milwaukee & St. Paul Railway Company, asking his attention to the matter. On January 31st, Mr. W. G. Collins, general superintendent, replied for Mr. Earling, giving as the reason why they declined to comply with the request of the petitioners, that the section of track between Hopkinton and Delhi known as Lux Siding is located in a sag and the situation is such that the company does not feel warranted in maintaining it on account of danger to passing trains; that the conditions since the location of the siding have very materially changed by the increased speed of both passenger and freight trains on the through business between St. Paul and the southwest and thus increasing the risk by the reopening of the Lux Siding. He also further stated that the business from that point was very irregular and amounted to almost nothing.

On March 9, 1898, the Commissioners directed an inquiry to Mr. Lux asking some specification relative to the amount of business done in former years, also the amount of prospective business in the near future, also the portion of the year he and his co-petitioners desired to have the siding equipped for business. On March 15th, Mr. Lux replied; referring to the past business, says he has no records by which he can give the number of cars shipped but thinks one hundred and fifty carloads were loaded at that point last year. For the present demand he says about 400 or 500 cords of wood and 200,000 feet of hard wood lumber are in readiness for shipment, located within one and one-fourth miles of the siding; that in his judgment an opportunity to use the siding as a shipping point from September 1st to March 15th would be satisfactory and ample for the accommodation of the petitioners.

March 22d the superintendent of the Chicago, Milwaukee & St. Paul Railway Company was addressed by the Board, giving in substance the contents of Mr. Lux's request, viz.: That an arrangement be made whereby they might ship out the wood and lumber now ready and waiting, and on March 25th, Mr. A. J. Earling replied in much the same manner as Superintendent Collins had written January 31, adding that they "should be glad to accommodate the people if it could be done without incurring such a risk; as it would subject them to severe criticism from the public, which they desired to avoid.

The officers of the road, Mr. Earling and Mr. Collins, have in detail explained the reasons why they cannot consistently stop trains at this siding for business and we will briefly restate: First, that the sag at this point makes it especially

unsuited to the service required, as trains are difficult to handle both to stop and start in such places, and the momentum needed to rise the opposite grade is entirely lost by a station stop at the lowest point of the sag, as in this case it would be.

The reason the frog has been taken out of this siding and thus the use of this switch abandoned is, in the main, that great danger is incurred in having a switch so situated on the line as not to be under the immediate watch and care of some one whose business it is to see and know it is in suitable condition for passing trains, and the limited amount of business furnished would not justify the company in the maintenance of such station.

The further and second reason why the company declines to comply with the request of petitioners is that the great increase in the speed of the heavy through trains, both passenger and freight, from St. Paul to the southwest render it unsafe and they consider it very unwise to maintain a shipping point at this place. This rapid speed, and by it an increasing risk, is by the officers claimed to be of recent origin and not a condition existing in former years when this siding was put in, nor during the six or seven years it has been operated. For this reason they feel that the courtesy extended by them in former years under widely differing circumstances should not be binding on them now under the changed condition of affairs as it exists.

By an examination of the statements set forth by the complainants it appears that the shipping point asked to be reopened is about midway between the stations of Hopkinton and Delhi, or about four miles from each. It further appears that the bulk of the freight to be shipped, viz., 200,000 feet of hard lumber, is one and one-fourth miles from the siding. While the distance of four miles could hardly be considered an excessive or burdensome haul from the mill or timber to a shipping point, it might by the statement be even a less distance provided the freight to be hauled is in the direction of either Hopkinton or Delhi.

As the public in that vicinity appear to be provided with reasonable shipping facilities, quite as good probably as the average producers in the State, and as this Board would regret to issue any orders the execution of which would endanger the public safety or inflict hardship on the railroads under their jurisdiction, they do not, under all the circumstances of the case, feel justified in granting the prayer of the petitioners asking that the siding be opened for business.

Des Moines, Iowa, April 13, 1893.

CITIZENS OF GUTHRIE COUNTY, IOWA, }

VS. }

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY. }

Overflow caused by extra bridge on Mosquito creek.

Complaint filed July 5, 1893.

DECISION OF COMMISSIONERS.

On July 5, 1893, Charles Powell, county attorney of Guthrie county, filed a complaint for citizens of Guthrie county residing in the vicinity of Bagley, which in substance states that the line of the Chicago, Milwaukee & St. Paul Railway crosses the valley of Mosquito creek west of the town of Bagley where there is no defined

channel and has constructed three bridges on the flat or depression over which the road passes in about three fourths of a mile. The west bridge of about eighty feet opening passes the water of the creek from the south to the north of the railroad; the second or middle bridge of eighty feet opening passes the water back to the south of the track, flooding quite a large area of land and rendering the highway parallel with and twenty to thirty rods north of railroad impassable in times of high water. This water is passed again to the north by a small bridge that is claimed to be inadequate for the purpose. The complainants ask the Commissioners to require the railway company to fill up the middle eighty-foot bridge and enlarge the lower one, claiming that the bridge is useless and tends to flood private property and the highway, the discharge of the water from this flat being to the north.

The answer of the railway company to the complaint is that the land is low and swampy and the water naturally settles at this place; there not being sufficient drainage to the north, the water spreads out and covers the entire bottom, instead of cutting out a well defined channel. To aid in the drainage of the country the railway company replaced a 4x4 culvert with a sixteen-foot bridge under an agreement with the citizens of Bagley that sufficient drainage to the north should be made to carry away the water that passes through this and the other bridges. If proper drainage is made to the northward the water will flow away as fast as it runs into the swamp. The fault is with the county, not the railroad.

The Commissioners visited Bagley Thursday, July 27, 1893, met a large number of citizens in the vicinity of Bagley and the superintendent and road master of the railway, walked over the ground where the bridges were located and heard statements from both sides. From information obtained they believe the following to be about the condition: The country in this immediate vicinity was not occupied to any extent by settlement until about the time or after the construction of the railroad and little information could be obtained as to the height water stood on this flat before that time. As was stated and not contradicted, Mosquito creek, by a well defined channel, drains a section of country four or five miles southwest of the west eighty-foot bridge. At or below this bridge the fall in the ground seems to be much less than above and the water to have spread over the ground except where it follows the borrowing pits made in the construction of the railway. The railroad crosses a point of higher land east of the bridge, so that all the water of the creek drains through this opening. Nearly one-half mile east of the first bridge and this ridge is a second eighty-foot bridge, put in evidently to carry off the water that might accumulate on a slope, stated to be from one-half to three-fourths of a mile south, but from which there seems to be no defined valleys or depressions that would lead the water to this. East of this is a low ridge cut through for borrowing material, so that it communicates with the above, and down this there was some water originally carried through a 4x4 box culvert.

Evidently the drainage of Mosquito creek is large and the drainage from the hills that go south through the two lower bridges is very much less. The complaint is that if the middle bridge was not there and a solid bank in place of it, the highway would not be overflowed, and that all the water that comes from this southerly slope could be passed at the lower bridge if enlarged.

As the Commissioners look at the situation between the west bridge on the railway and the highway crossing north of the station of Bagley, the valley as it spreads out must have been either a lake or swamp, and the water stood there until it reached such height that it could flow north, as was stated to them; east

of this highway bridge the fall is greater. A sure remedy for the flooding of the highway and land would be to open a ditch from below the highway crossing through the swamp wide enough and deep enough with a uniform ascent to secure fall enough to keep itself clear. With the middle bridge the Commissioners are of the opinion, that if no railroad was there the conditions at the highway and on that flat would be the same as they now are. They, however, do not see the necessity of the middle bridge provided the lower one was large enough to carry off the water that falls on this limited slope. It would seem to them that when the water had once passed under the road it would be advisable to keep it from returning. It is probable that a great deal would return through the lower bridge but being lower down the valley the highway would probably be less liable to overflow. The superintendent, roadmaster, and section or bridge foreman contend that this opening is necessary, and while this seems to the Commissioners questionable, they do not feel justified in insisting on their judgment.

The fall of the valley from the west bridge to the middle bridge is practically nothing, to the lower bridge is about two feet. Opening the creek to the place where the fall is more rapid with a wide and uniformly ascending channel, as before stated, would relieve the difficulty. Closing the middle bridge would certainly keep the water lower on the south side. With the claims made by the officers of the company of the necessity of that bridge (and they certainly could not afford to maintain it without they regarded it as necessary), the Commissioners do not feel justified in directing this waterway to be closed.

Des Moines, Iowa, August 23, 1893.

W. B. CARPENTER, MARION, IOWA,

vs.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

} *Location of elevator, etc.*

Complaint filed June 22, 1893.

DECISION OF COMMISSIONERS.

On June 22, 1893, Mr. Carpenter of Marion, Linn county, Iowa, filed a petition with the Board asking an order to have cars placed on the side track to his elevator, which he says has been operated for twenty years and that the company now refuses to handle cars to this grain house. An inquiry on the part of the Board elicited the fact that the grain house was on land belonging to the company and that for the convenience and better arrangement of tracks, the company desire the house moved. It was further developed in evidence that it was understood at the time of the purchase that the house must be moved.

A notice was received at the office August 28th, from Mr. Goodnow, superintendent at Marion, that Mr. Carpenter, through his attorney, had entered a stipulation that he would remove the elevator by September 8th.

On August 26th, Mr. Carpenter wrote the Commissioners that he had no lease of the ground and that the superintendent had given him the choice of three lots on which to move his elevator; in case he purchased either of them, he would lay a track to the elevator. He then asked the Board to come to Marion and order

track laid to the lot he had purchased under the above agreement. After examining the locality and a full hearing of both parties, the Commissioners conclude that there is not enough of public character in the complaint to warrant their interference. The contract, as stated, by which the lot was purchased, is one between Mr. Carpenter alone and the railway and its construction and enforcement present questions for the courts rather than the Commission.

Des Moines, Iowa, September 7, 1893.

WILLIAM R. HAMILTON, WASHINGTON,
IOWA,

vs.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-
WAY COMPANY.

Under farm crossing.

Complaint filed August 2, 1893.

DECISION OF THE COMMISSIONERS.

On August 2, 1893, the Commissioners received a letter from William R. Hamilton, a farmer living two miles southwest of Washington, saying that the Chicago, Rock Island & Pacific Railway Company was preparing to fill in the bridge on his farm that he used as a way to pass back and forth, his crossing being under the bridge. He further states that the present crossing is the only suitable one and that when the right of way was given a pledge was made that a suitable and convenient crossing would be given. Mr. Hamilton has one hundred and twenty acres of land in section 24, township 75. N. range, 8 west. The railroad which is curving for a considerable part of the distance runs through each of these forty acre tracts and divides them so that there is about sixty acres on each side of the railroad. There are on the land three bridges within a distance of seven hundred feet. His crossing which he approaches directly coming down a ravine is under the center bridge, about nine feet in the clear in height and twelve feet wide. The railway company has planned to put in an iron culvert at this place and move his crossing to the bridge 350 feet east. To this he objected and asked the interference of the Commissioners, having rejected the propositions of the railway company. On Tuesday, September 27, the Commissioners examined the locality and found that his cultivated lands are on the south of the railroad, its track being in the valley and that the lands north are in timber and brush or pasturage, evidently have always been used for this purpose, although Mr. Hamilton claims that he intends to cultivate some of the land north in the future.

From the standpoint of correct railroad construction and the public safety, the Commissioners believe that the culvert should be put in where the present bridge, under which Mr. Hamilton crosses, now is, and that a road should be built for him to the bridge east 350 feet, that the road should be so constructed as to reach this bridge with as easy a descent as the one he now uses; that the roadway should have a clear head room under the bridge of ten feet, and a width of not less than twelve feet, and be so constructed as to at all times furnish a safe and easy passage for loaded teams; the road built by the railroad company from the place where it leaves Mr. Hamilton's present road to and under the bridge, and across the company's right of way, to be perpetually maintained by the railroad

company in good condition, and Mr. Hamilton at all times to have the right of way over any land of company which it is necessary to use for this change of roadway. A compliance with this will be of advantage to the railway company, and will furnish Mr. Hamilton a crossing more desirable than is generally furnished to persons through whose lands railroads run. The perpetual maintenance of this road, in good condition, is regarded as compensation for the additional distance that Mr. Hamilton has to reach his lands north. If this is complied with by the railway company, the Commissioners feel it their duty to take no further action in the premises.

Des Moines, Iowa, September 29, 1893.

CONDEMNATION BY DUBUQUE & SIOUX CITY RAILROAD COMPANY
IN MATTER OF EHLER STATION.

In matter of petition of Dubuque & Sioux City Railroad Company for permission to condemn certain lands for additional depot grounds in the town of Ehler, Delaware county, Iowa, the Board of Railroad Commissioners of the State of Iowa do hereby certify that upon the application of the Dubuque & Sioux City Railroad Company to this Board, stating the desire of the said company to condemn the property hereinafter more particularly described, for additional depot grounds, for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of the said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in the said application are necessary for the reasonable transaction of the business present and prospective of such railway company; the said lands are described as follows, to-wit:

A strip of land fifty (50) feet wide and three hundred (300) feet long, lying on the westerly side of the right of way of the Dubuque & Sioux City Railroad Company, and south of the public highway located on the north line of section thirty-five (35), township eighty-seven (87), north range six (6) west of the fifth principal meridian, more particularly described as follows: Beginning at a point where the south line of said highway crosses the west line of said right of way, thence southerly along said west line of said right of way three hundred (300) feet; thence westerly at a right angle fifty (50) feet; thence northerly, parallel with and one hundred (100) feet distant from the center line of the main track of said railroad company, on its said right of way, to the aforesaid public highway; thence east along the south line of said highway to the place of beginning, containing three-tenths ($\frac{3}{10}$) acres, more or less.

In witness whereof the said Board of Railroad Commissioners have caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Delaware county, State of Iowa.

Des Moines, Iowa, August 23, 1893.

CITIZENS OF HUTCHINS, IOWA,

VS.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.} *Asking station at Hutchins.*

Petition filed April 12, 1893.

DECISION OF COMMISSIONERS.

On April 12, 1893, a petition of J. L. Hutchins and forty-eight other citizens of Hancock county was filed in the office of the Commissioners, asking that a depot and stock yards be put in at Hutchins, for the reason that a great deal of business was done there in the handling of lumber, coal, grain, hay and general merchandise; that the country is quite thickly settled in the vicinity and passengers taking the trains nearly every day have no place to wait, and that business is done at great inconvenience. The petitioners ask that an investigation of the needs of the public at that place be made by the Board.

In answer to the petition, Mr. Earling, general manager of the road, states that he has looked over the business of the station and found that it consists almost entirely of shipments of hay which is billed either from Wesley or Britt and is done in such manner that there is no inconvenience whatever to the shippers at Hutchins. The distance from Britt to Hutchins is four and one-tenth miles, from Wesley five and six-tenths miles, both of these towns are of considerable size and there must be business beside the shipment of hay to justify the maintenance of a depot. The side track was laid as an accommodation to hay shippers; the agents of the company at Wesley and Britt state that the hay shippers are entirely satisfied with the manner in which the business is handled. In view of the circumstances under which the side track was laid, the conditions, the distance from other stations and the limited amount of business done, the company does not feel justified in building a depot and maintaining an agent there.

On June 27th, Mr. Hutchins wrote the Board that there was an out-shipment of 850 carloads and the freights on said shipments would exceed \$10,000 per annum. At the request of the Board Mr. Earling furnished the amount of freight forwarded and received at this station and the charges, which were as follows:

Forwarded 5,832,435 pounds, freight charges.....	\$ 8,155.47
Received 504,090 pounds, freight charges.....	530.59
Passenger fares.....	174.52
Total.....	\$ 8,860.58

On August 29th, the Commissioners visited Hutchins and met Superintendent Cosgrove and the complainants, and, after looking over the station facilities, they heard the testimony offered by the complainants, which was about as follows: They are compelled to send to Britt when ordering cars which are billed there; the orders do not receive the prompt attention that would be given them if an agent and telegraph office were at Hutchins. It is thought business will increase. Mr. Hutchins' shipments for July and August were ninety-eight cars, and the freight, \$3,032.15, which is in excess of the same period last year. There are four persons in business at this station, and forty families get their mail there. They need depot building for passengers and in-freight, also stock yards. The siding was built in 1885. It is thought, by all the parties in business at the station, that a considerable amount of stock and grain would be shipped from there with suitable facilities furnished, that now goes to other lines. Stillson station, on the Minneapolis & St. Louis, takes much of this. Passengers waiting at this station

without fire or shelter in cold weather suffer, and goods exposed are liable to loss and damage. Parties shipping testify before the Commissioners that Mr. Earling's statement of freight is in error, many of the cars being evidently credited to stations on either side. In proof of this they submit freight receipts, which give shipments from this station as follows:

Freight receipts out.....	\$ 11,243.54
Freight received at station.	1,203.00
Total without passenger fares.....	\$ 12,447.54

Or nearly four thousand dollars in excess of the amount credited the station on the books of the company.

The Commissioners are of the opinion from the showing made that a small station building should be put in to make it comfortable for passengers waiting for trains or leaving them, and also for storing freight. They do not think a station agent at the present time is necessary and are of the opinion that the shippers are more anxious for telegraph facilities than for an agent without them. They have, however, no authority to establish telegraph stations and no control of telegraph lines. A small stock yard with two or three separate pens would probably answer all purposes. Mr. Cosgrove seemed to concede this.

In the "judgment of the Railroad Commissioners it appears that the above suggested changes in its station and station houses are reasonable in order to promote the convenience and accommodation of the public," and they so find.

In some cases of this kind a room for passengers has been added to the house occupied by track section foreman, which insures the care necessary without material additional cost.

Des Moines, Iowa, October 5, 1893.

LEON VINCENT AND OTHERS, FORT
DODGE, IOWA,

vs.

DUBUQUE & SIOUX CITY RAILROAD
COMPANY AND ILLINOIS CENTRAL
RAILROAD COMPANY.

*Asking an overhead bridge at road
crossing.*

Petition filed July 12, 1898.

DECISION OF COMMISSIONERS.

On July 12, 1898, a petition was filed in the office of the Commissioners signed by Leon Vincent and thirty other residents of Cooper township, Webster county, Iowa, which stated that "the place where the Illinois Central railroad crosses the McDermit and Kael road in said township is dangerous to all persons compelled to use the road, that there is a descent of twelve feet from the road on each side of the railroad track, and the view of the track is so obstructed that it is impossible for the traveler on the road to perceive the movements of trains." They ask the Board to order an overhead crossing. A copy of the petition was forwarded to Mr. Harahan, second vice-president of the company, who, after an examination, wrote the Board that "the location was a bad one for a crossing," still no one had ever been hurt there and in view of the fact that the bridge and approaches would

cost \$975 he asked the Board not to require this expenditure during the present hard times.

A member of the Board visited the locality on October 9th, and reported that there was a long curve from the west through a deep cut running some distance east of the crossing; that the cut was some ten feet or more in depth, and the waste material had been deposited on the sides, making a bank much higher than the natural surface of the ground; that on this bank trees and brush had grown to such a height that it was impossible to see a train coming, except for a very short distance on the east from the north side. On the south side the view was entirely obstructed until you were at the track, the same being true of the west from the north side. It would be difficult to find a road crossing in the country that had more of the elements of danger than this, and the fact that no accidents had occurred there may be due, in part, to the fact that trains are not very numerous on the road and pass at generally regular hours.

This immunity from accident may not last, and it seems unwise to calculate that it will. One collision there might cost the company many times the estimated cost of an overhead bridge. It is not the wisdom of the Commissioners to impose upon the company any unnecessary burden, particularly in stringent times, but they do not feel that they are discharging their duty to the public or the railway company without requiring a bridge to be built.

They, therefore, inform the Dubuque & Sioux City and the Illinois Central Railroad Companies that in their judgment an overhead bridge at this crossing is necessary in order to promote the security, convenience and accommodation of the public, and that the same should be constructed within a reasonable time.

Des Moines, Iowa, October 10, 1893.

IN THE MATTER OF THE APPLICATION FOR AN ORDER DECLARING THE NECESSITY OF A VIADUCT ON NINTH STREET IN THE CITY OF DES MOINES, IOWA.

In April, 1893, an ordinance was passed by the city council of Des Moines and duly approved by the mayor of said city, the first three sections of which are as follows:

SECTION 1. That the construction and maintenance of a viaduct and approaches thereto, upon West Ninth street, in the city of Des Moines, Polk county, Iowa, over the railway tracks owned and used by the Des Moines Union Railway Company, the Des Moines, Northern & Western Railway Company; the Wabash Railroad Company; the Chicago Great Western Railway Company; the Chicago, Rock Island & Pacific Railway Company; the Des Moines & Fort Dodge Railroad Company and the Des Moines & Kansas City Railway Company, is, and is hereby declared necessary for the safety and protection of the public.

The intention being to declare necessary the construction and maintenance and keeping in repair as provided by law, a viaduct over the tracks, rights of way and road beds of all railways, across said West Ninth street, between Mulberry street and a point 850 feet south of the south line of Market street in the said city of Des Moines.

SEC. 2. The city engineer is hereby directed, under the control and requirements of the board of public works, to make the necessary surveys and to prepare plans and specifications for said viaduct and approaches, showing fully the width, height, strength, material and manner of construction thereof; and when completed, said plans and specifications shall be submitted to the mayor and city council for their action thereon.

SEC. 3. That said plans and specifications, as soon as they are approved by the council, and this ordinance, or a certified copy thereof, shall be presented to the Board of Railroad Commissioners of the State of Iowa, for its action thereon as provided by law.

On the 20th day of June, 1893, a copy of said ordinance was presented to the Board of Railroad Commissioners, and also a petition signed by the board of public works, of said city, as follows:

"To the Hon. Railroad Commissioners of the State of Iowa:

GENTLEMEN.—In accordance with the directions of the city council, of Des Moines, we here with present you an ordinance of the city of Des Moines, declaring the necessity of, and for the construction of a viaduct and approaches thereto, upon West Ninth street, in the city of Des Moines.

Also a plan showing the location of said viaduct and the approaches thereto, and a profile showing the approaches, with their grades, and the height of the viaduct above the street grade.

Also a plan of the street which is now under contract to be paved with brick from the Des Moines & Kansas City railway track, a distance of 2,700 feet to the Raccoon river, and from the south end of the river bridge, a distance of 2,900 feet.

There is a steel bridge, having stone abutments, over the river on the line of Ninth street.

We have not thought it necessary to present complete working plans of the proposed viaduct until such time as your honorable body may determine that such viaduct is necessary, as this will entail considerable expense, and an adverse decision will make it of no use.

(Signed)

R. S. FINKBINE,

R. L. CHASE,

Board of Public Works."

Thereupon the Board fixed Wednesday, the 28th day of June, 1893, to make a personal examination of the locality where such viaduct was asked for and for a hearing at their office in Des Moines of all persons interested in said matter, of which due notice was given.

At the time and place so appointed the Board did view and examine the locality in question, and afterwards, on the same day, the petitioners, the board of public works and city council of said city, by Hugh Brennan, city solicitor, the Chicago, Rock Island & Pacific Railway Company by Cummins & Wright, its attorneys, and the Hon. F. T. Campbell, Thomas Hatton, L. J. Wells, S. B. Tuttle and C. H. Getchell, and others, as property owners and citizens interested, appeared before the Board at their office, and testimony was introduced and heard on the part of petitioners, and a full hearing had of all so appearing, upon the questions involved in said application. On the part of the Chicago, Rock Island & Pacific Railway Company a protest was filed, setting forth the following objections to any such viaduct, to-wit :

"First—Because said proposed viaduct is not necessary in order to promote the public safety and convenience.

"Second—Because this company is about to erect a freight house for its traffic in the city of Des Moines between Vine and Market streets, the east wall of which will abut upon Ninth street, and said proposed viaduct will render the erection of a freight house upon said location impracticable, will prevent egress therefrom and ingress thereto, so that the said viaduct, instead of accommodating the wants of the people of Des Moines and vicinity, will occasion great inconvenience to all persons having occasion to ship or receive freight over the lines of this company at Des Moines. That if it shall be held, as this company will maintain, that the building of a viaduct operates to vacate the surface of the street below, and so much of Ninth street as shall be beneath the proposed viaduct is thus vacated, there will be no access whatsoever to the property of this company lying between Vine and Market streets upon which it is intended to erect said freight house.

"Third—This company respectfully shows to the Board that under the laws of the State of Iowa the erection of the proposed viaduct will operate as a vacation of so much of the surface of Ninth street as lies beneath the viaduct, which vacation will substantially destroy the value of all the property abutting upon Ninth street, from the south side of Mulberry street on the north to a point about four hundred feet south of Elm street on the south. That the inconvenience and hardship occasioned by such enforced vacation will greatly exceed any public advantage derived from the elevated roadway over the tracks.

"Fourth—This company further objects and protests because the question of the necessity for the erection of a viaduct at the place mentioned is sought to be submitted to the Board in the absence of any plans or specifications respecting the proposed structure; and it is respectfully submitted that in order to properly determine the necessity for the viaduct this Board ought to be advised, and ought at the same time to determine the extent and character of the viaduct."

As to the last, or fourth, objection, in relation to the fact that complete plans and specifications for the viaduct in question are not presented with the ordinance for the approval of the Board, and that consequently the Board should not at the present time pass upon the other questions involved, namely: the public safety and convenience, the same does not appear to be strenuously insisted upon by said railroad company, and no good reasons appear to the Board why the two questions are not divisible, and why the one relating to the public safety and convenience cannot for all practical purposes be determined independent of the other one, relating to the approval of the plans for such a viaduct, and thus, in some cases at least, the expense of the preparation of such details be avoided.

A similar application for a viaduct on this same street and in the same locality was made to this Board by the mayor and city council of Des Moines in June, 1888. After due examination and hearing of all parties at that time, the Board in rendering its decision used the following language :

There is no bridge across the Raccoon river at Ninth street, and very little travel across the railroad tracks, the principal travel to and from West Des Moines being on First street and Seventh street, which have bridges over the river. The city authorities have voted to construct a bridge on Ninth street, and when constructed, it is claimed that the larger portion of the travel will be diverted to said street. When this is brought about a viaduct on this street may be necessary for the public safety and convenience.

At that time, however, they declined to order or sanction one on that street.

Afterwards, in November of the same year, the city authorities having required such a viaduct on Seventh street, the Board, after a full hearing and examination of the matter, unanimously approved such proposed viaduct on Seventh street. The reasons why such viaduct has not been constructed on that street, as stated to the Board on the hearing of this application, appear to be that the city or persons interested in the construction thereof were not able or willing to pay the damages assessed upon account thereof, as provided by law.

Since the time the Board so passed upon the question of a viaduct on Ninth street in 1888, a bridge has been constructed across the Raccoon river on Ninth street of a very substantial character. A large amount of grading has been done on said street south of said river and the evidence before the Board shows that contracts have been let to pave said street with brick from the Des Moines & Kansas City Railway tracks a distance of 2,700 feet south to the Raccoon river, and from the south end of the bridge across that river a distance of 2,900 feet, that a large portion of the travel south of said river has been diverted to said street, and that there is now a very large amount of traffic carried on and travel upon said Ninth street; that, in fact, it is now one of the principal streets extending north and south on the west side of the Des Moines river, through the entire extent of said city. Since that time also the boundaries of the city of Des Moines have been extended by an act of the Twenty-third General Assembly, two and one-half miles in each direction from the boundaries as then existing, with certain limited exceptions, and the population of said city has largely increased, until it is now a city of over sixty thousand inhabitants. There are, including sidings, some seventeen railway tracks crossing Ninth street at the place in question to be spanned by the proposed viaduct.

On these tracks are run the trains of the Des Moines, Northern & Western Railway Company, the Chicago Great Western Railway Company, the Chicago, Rock Island & Pacific Railway Company, the Des Moines & Fort Dodge Railroad Company and the Des Moines & Kansas City Railway Company. These various roads run over fifty regular trains, freight and passenger, daily over these several

tracks, and the Des Moines Union Railway Company are almost constantly engaged in doing switching on its own tracks for its own and other roads entering said city, at and near the locality in question. The country south of the Racoon river and within driving distance of the city is a rich farming, gardening and mining region, and quite thickly settled. A portion immediately south of the river and along Ninth street or its extension has been laid out into lots and blocks and seems to be intended and well suited for a resident portion of said city. It appears from the evidence before the Board that from one hundred to three hundred teams daily, quite frequently pass over these railway tracks upon this street where a viaduct is now asked. It needs no argument to convince any reasonable person, that under such circumstances great danger to life and property must necessarily follow, no matter what care may be exercised, so long as such crossing is at grade.

East of Ninth street, and between these railway tracks in question and the Racoon river, there is quite a large population living, and in that locality, and immediately south of the river, there are quite large manufacturing establishments and interests that necessitate a large amount of travel across these railway tracks east of Ninth street. Such traffic and travel over the street crossing at grade, is not only inconvenient and dangerous to the public, but the same interferes, to a great extent, with the free use of such track by the railways, and imposes upon such railway companies additional expense in erecting and operating gates and keeping watchmen, in many instances, at such crossings. A viaduct not far east of Ninth street, namely, on Seventh street, where before approved by this Board, would accommodate a large amount of this travel and traffic, and not seriously, in the judgment of the Commissioners, inconvenience that on Ninth street, and the public generally, to a greater extent, be accommodated and their safety and convenience enhanced by a viaduct on Seventh street than upon Ninth street. The several railway companies would also, in the judgment of the Board, be to a greater extent relieved of the burden now imposed by these various grade crossings; and this, in common fairness, should be taken into consideration and given its full weight when such a large expenditure by them is required as the construction of any such viaduct necessarily imposes under the laws now in force.

If the law gave to the Board the rightful authority to determine upon which particular street such a viaduct should be constructed it would not hesitate as at present advised and under all the circumstances as now disclosed to say that it should be built east of Ninth street.

There is no question, however, but that Ninth street is one of the main public streets of said city and has a large amount of travel and traffic upon the same at the place of the proposed viaduct. The city council, by the laws of this State, is given full control and jurisdiction over the streets, alleys and public grounds of the city. The act of the Twenty-second General Assembly, under the provisions of which this proceeding is had, requires that the city council shall, in the first instance, declare what is necessary for the safety and protection of the public and select the street upon which such a viaduct is required. That body is to provide for the appraisement and payment of the damages caused thereby; determine the width, height and strength of any such viaduct, and where there are two or more railroad companies involved determine the part to be constructed and the cost to be borne by each. The Board of Railroad Commissioners are simply required, after due examination, to determine whether such viaduct is necessary "in order to promote the public safety and convenience" and determine as to the plans and specifications for such a viaduct when submitted for their approval. The jurisdiction of the Board seems to be essentially appellate or supervisory in its nature.

This Board could not, if it should refuse to approve of a viaduct on Ninth street, require the city council to provide for one on Seventh or any other street in that vicinity and could not, without the action of such council, authorize or require any railway company to construct any such viaduct, under the statute now in question.

It was stated by counsel for the Chicago, Rock Island & Pacific Railway Company at the hearing before the Board, that said company has no notice or knowledge of the passage of said ordinance requiring a viaduct upon Ninth street, and no opportunity to be heard upon the matter in question before the city council prior to the passage of such ordinance. That company, as previously shown, now claims before this Board that it is about to erect a freight house for its traffic in the city of Des Moines, between Vine and Market streets, the east wall of which will abut on Ninth street, and that the proposed viaduct will render the erection of such freight house impracticable, and that such viaduct will, if erected, operate as a vacation of so much of the surface of Ninth street as lies beneath the viaduct. If the questions involved in that part of the defense or objections on the part of said railway company to the proposed viaduct have not heretofore received the careful consideration of the city council or the proper city officials, in the judgment of the Board, they should receive such consideration.

As it was stated at the hearing that the city authorities had vacated Tenth street and certain alleys in that locality in order to allow the erection of such freight house, by said railway company, it was somewhat difficult for the Board to understand why a viaduct should be required at about the same time in that particular place. A copy of the ordinance vacating Tenth street, since filed with the Board, shows that the same was passed on the 22d day of May and approved by the mayor on the 31st day of May, 1898, over a month after the ordinance in question requiring a viaduct over Ninth street was passed and approved. The matters relating to the erection of such freight house appearing thus to have occurred since the passage of the ordinance requiring the erection of the viaduct in question, and nothing having as yet been done towards the erection of said building, so far as this Board is informed, it does not consider that the question involved in that part of the defense or objections made on the part of said company should prevent the Board from expressing its judgment at this time on the main question now involved. So far as the objections urged on the part of the persons owning property abutting upon the proposed viaduct are concerned, they do not bear to any great extent upon the question of the public safety and convenience, and are for the tribunal that passes upon the question of damages involved.

This Board cannot from all the facts and circumstances appearing to them say that the city council and mayor of said city in adopting the ordinance in question requiring a viaduct upon Ninth street have so erred in judgment as to the public interests, or rights of the respondent companies, as to require or justify this Board in withholding its approval of said ordinance so far as the same relates to requiring the construction of a viaduct upon said Ninth street.

It is, therefore, and by reason of the premises, hereby declared to be the judgment of the Board, and it is hereby determined that the viaduct in question is necessary in order to promote the public safety and convenience, and the question of the approval of the plans for such viaduct is reserved for the future consideration of the Board.

Des Moines, Iowa, July 13, 1893.

J. M. RUSSELL, CHAIRMAN OF THE COM-
MITTEE ON STREETS AND ALLEYS,
STORM LAKE, IOWA,

VS.

ILLINOIS CENTRAL RAILROAD COMPANY.

*Application for removal of elevator at
street crossing.*

Complaint filed June 24, 1893.

DECISION OF COMMISSIONERS.

On June 24, 1893, there was filed in the office of the Railroad Commissioners a communication from J. M. Russell, chairman of the committee on streets and alleys of the city of Storm Lake, calling the attention of the Board to the situation of a grain elevator on one of the side tracks of the Illinois Central road which makes it impossible for a person on the sidewalk to see an approaching train or a person on the train to see anyone on the sidewalk, and which he claims is very dangerous to those who use this crossing. He states that the elevator was built in 1871, before the town was incorporated, and located to the street line and the ground so leased. The attention of Mr. Harahan, second vice-president, was called to the complaint. He sends a plat of the grounds and in reply says that there must always be danger at grade crossings at stations to people on foot and in vehicles, but this does not seem to be especially dangerous; grain, coal and other buildings must be on side tracks and the more business done the closer they must be to street lines. He further says the building is twenty-five feet from the sidewalk, and he fails to see how it could be much safer under the conditions of a grade crossing and thinks the exercise of ordinary caution would prevent accidents.

A member of the Commission visited Storm Lake on Monday, October 9, 1893, and examined the locality, met various persons interested in the removal of the elevator and also the owners of the property and others who claimed that the removal was unnecessary. He found the corner of the elevator on the line of the street, which is one hundred and twenty feet wide. The sidewalk had been deflected from a straight line and was about thirteen feet from corner of this building at nearest point. The track was about four feet from the elevator, which was built parallel to it and at an angle with the street. Between the main track and this side track was a space of about fifty feet; the passenger house and freight station and the platforms being between this side track and the main track, so that after passing this side track there was a clear view of the main track in both directions. The danger claimed to be from moving of cars by the engines while switching, which usually was done by the local freight trains about twice a day at the times when these trains reached the station, there being no switching engine there. All the elevators and a number of the coal bins were on this track, so that this work consumed but little time and trains usually moved slow and under the direction of some one on the ground.

A grade crossing in the center of a yard is always dangerous, and in the opinion of this Board should be avoided whenever practicable. It is, however, the rule on most of the smaller stations of the State, and has so far the sanction of custom that the Commissioners have been appealed to, as a power to force these crossings where the railway company have declined to put them in. They have uniformly refused to become an instrument for this purpose. The grade crossing over stations being the rule, they regard an order for the removal of this elevator as a burden thrown upon individual property without the element of

danger being sufficient warrant for it under the custom prevailing in the State. The corporate authorities of Storm Lake may require a flagman or some means to protect this crossing while trains are being moved on this side track, if they regard the element of danger sufficient to demand protection.

Des Moines, Iowa, October 18, 1893.

J. C. ZEIDLER, TOWNSHIP TRUSTEE,
MALLARD, IOWA,

vs.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

*Complaint of the occupation of highway
by building and platform, and fail-
ure to grade road over the station
grounds.*

Complaint filed July 21, 1893.

DECISION OF COMMISSIONERS.

On July 21, 1893, a letter was received at the office of the Commissioners from J. C. Zeidler, township trustee of Rush Lake township, Palo Alto county, in which he complains of the crossing of a highway over the Chicago, Rock Island & Pacific Railroad, at Mallard station. The highway, he says, is on the line between sections 24 and 25, that it needs grading and repairs, and the railroad company has been duly notified of the repairs necessary, but has paid no attention to notice. He further states that the depot platform extends to within two feet of the center of the highway and the depot building is ten or twelve feet in the street. He says the highway was established September 5, 1882, and the depot built in November of the same year. He asks should not the railroad company be required, under the circumstances, to move their platform and grade the highway.

In reply to inquiry from the Board, Mr. Gilmore, superintendent of this road, under date of July 22, 1893, says the matter will have attention. August 16th and 24th, Mr. Zeidler again writes that nothing has been done. On August 25th, Mr. Gilmore replied that the platform had been shortened at request of citizens of Mallard and, as he understood the matter, it was now generally satisfactory. This, however, did not meet Mr. Zeidler's views, and on October 18th two of the Commissioners visited the locality and met Mr. Zeidler and others, also Mr. Gilmore and the roadmaster.

The matters complained of, as called to the attention of the Commissioners were, first, the platform and part of the building extending into the highway. In explanation of this it was claimed by the railway company that when they were erected they were supposed to be on the line of the highway, but subsequent surveys had located the highway further south. The town is small, having a population of about three hundred, and it seemed that the space left for crossing would probably reasonably accommodate the business at present; if not, the township or county authorities have this matter in their own hands and may enforce the removal of the buildings from the street whenever the conditions require further facilities. See section 1831 McClain's Code.

The second complaint was that the road over the company's land was not properly graded to the general level on either side. It was understood that the crossing of the tracks, both the planking and grading up to the tracks was not objected to, but the balance of the road over the station grounds, two hundred

feet or more in width, had not been properly graded, the contention of the supervisor being that he had not the right, nor was it his duty to enter upon the grounds owned by the company and used for railroad purposes to grade roads; that of the company, that with the exception of the actual crossings of the tracks the railroad land was in the same condition as the lands of individuals. Section 1930, McClain's Code reads as follows: "Any such (railroad) corporation may raise or lower any turnpike, plank road or other highway for the purpose of having its railway cross over or under the same, and in such cases said corporation shall put such highway, as soon as may be, in as good repair and condition as before such alteration."

The Supreme Court, in the case of *Farley vs. The C., R. I. & P. Ry.*, vol. 42, page 234, defines the meaning of the term crossing and its extent. The opinion was written by Judge Beck, and the point is specifically stated. He says:

"Counsel for defendant maintains that the embankment constructed as the necessary approach to a railroad crossing is no part of the crossing, and the company is not therefore required to keep it in repair. *The term crossing, occurring in the statute, is used to indicate the structure intended as a means of crossing the railroad.* It is not confined simply to that part of it which is upon the railroad track. This is obvious from the fact that if an embankment or excavation is demanded to enable vehicles to cross the railroad, a simple structure upon the track would not be the means of attaining the end required, viz.: The crossing of the railroad. There would in such case be no crossing, a term including everything necessary to enable travel to cross the track."

From the above it seems clear that it is the duty of the railway company to maintain in good order the actual crossing of the tracks and all embankments or excavations necessary to make it convenient and safe. When this is done the Board concludes, that the balance of its lands over which the highway runs has the same relation to the public as the lands owned by individuals. The duty arises from a joint occupancy with the public and the statute, as defined by the court, limits the duty to the place where the rights of the public have been of necessity made subservient to the operation of the railroad.

Des Moines, Iowa, October 26, 1893.

A. D. THOMAS, ROAD SUPERVISOR,

vs.

THE CHICAGO GREAT WESTERN RAILWAY COMPANY.

Petition for the opening of street crossing in the town of Fredericksburg, Iowa.

Petition filed August 25, 1893.

DECISION OF COMMISSIONERS.

August 25, 1893, A. D. Thomas, as road supervisor, filed with the Board a complaint against the Chicago Great Western Railway Company, as follows:

"Your complainant alleges he is a resident of Chickasaw county, Iowa, and is road supervisor at Fredericksburg, said county; that the Chicago Great Western Railway Company is a corporation duly organized and is now operating a railway through said village and county.

"That the village of Fredericksburg is not incorporated and by the original plat is located on southwest quarter of section 7 and the northwest quarter of section 18, township 94, range 11, and the northeast quarter of section 13 and the southeast quarter of section 12, township 94, range 12, as appears in plat and dedication thereof filed in said county on October 1, 1856, now of record in book B of deed records, pages 259-260, to which reference is made.

"That the said Chicago Great Western Railway is now operating a railroad through said village of Fredericksburg, and the same has been constructed and is now being operated and maintained by said railway company over and across and upon High street in said village of Fredericksburg, the said High street being a public highway and appears in said plat; that said railroad so constructed and now maintained by said company has caused said street to be in bad condition; that it is not in good condition for the public to travel; that said railway company has failed to construct at the point where such railway crosses said High street, being a public highway, a good, sufficient and safe crossing; that an excavation has been made and is now maintained and permitted by said company to remain in said High street by said crossing; that the public cannot use said street for travel.

That on the 8th of June, 1893, your complainant, who has jurisdiction over said highway, gave said railway company notice in writing, asking that said highway, at said place, be put in good condition for travel, a copy of which notice is hereto attached, marked exhibit "A," and made a part hereof.

That the said railway company absolutely refuses to put in a crossing at all at said place, that a good and suitable grade crossing should be constructed and maintained by said railway company across said highway, that the same is needed for use by the public very much; that the village of Fredericksburg has some four hundred inhabitants, that there is but one crossing as yet made by said railway across its track at said village, which crossing is on Main street, and that said railroad has been in operation since the year 1886; that said railway company fails to comply with the laws of Iowa in respect to said crossing, that a plat of said village is hereto attached marked exhibit "B," and made a part hereof.

Wherefore complainant asks that the Railway Commissioners of Iowa investigate the matter complained of herein, and make findings and report according to law, and that said company be requested to put in said crossing in a reasonable time."

The defendant company was duly notified of the filing of this complaint, and August 30, 1893, at Fredericksburg, was fixed, by consent of parties, as the time and place for hearing the same, at which time and place all the Commissioners were present, and the complainant appeared in person and by J. R. Bane, his attorney, and the defendant by its assistant general superintendent, J. Berlingett, chief engineer, H. Fernstrom, and D. E. Lyon, its attorney.

The following answer was then filed on the part of said respondent company by its said attorney:

"The defendant company in answer to the complaint of plaintiff denies in the first place that High street extends over the track of the defendant company; that High street extends no further west than the east line of Jefferson street; that the town of Fredericksburg is not an incorporated town; that the town site of Fredericksburg was platted in 1856, and certain streets were dedicated to the public, High street being one. The dedication took place in 1856, and from that time to the present time High street has never been used or occupied any further west than the east line of Jefferson avenue; that as a highway it was abandoned, never was opened; that the defendant railway company owns blocks 7, 8, 21, 22, 35 and 36, absolute fee simple owner; that their line of railway passes over these said blocks; that when they bought this property blocks 21, 22, 35 and 36 was a wheat field and never had been used for town purposes or street purposes; that it is not a highway in any sense of the word as defined by the law, never having been laid out by any authority, never having been used or accepted by the public, and has been abandoned because of non-user; that the company owns the land to the west side of the original dedication or platting in 1856, and they have built their line over it; High street passes directly through the center of their yard in Fredericksburg as platted, but as stated it never has been used and it has been abandoned, never has been accepted, never has been used, never has been any occasion for it until the laying out of the addition on the west side: it is not necessary for any business of the town: Main street, over which the road passes, passes through it as the main street of the town.

We deny that the Board of Railroad Commissioners have any jurisdiction over the subject matter, for the reasons that it is not a highway in any sense of the word, as would appear by a plat which we present and will present to the Commissioners. The company built their road in 1886 or 1886, and have been in possession of it from that time hitherto.

To establish a highway from High street as now requested would be to establish a street over the most dangerous possible place it could be established! that the company every time they land a train at Fredericksburg would have to split it over Main and High streets; to establish a street there might cause danger to a great many people and teams.

If a street should be found necessary by the Commissioners, and they think they have got any

jurisdiction over the subject matter, South street could be opened with less danger and liability, and would subserve all the interests of the public in getting onto the east side of this town.

Certified official plat of Fredericksburg we will furnish the Commission."

To which a reply was afterwards filed on the part of the complainant as follows, to-wit:

"Comes now the plaintiff and says in reply to the defendant's answer that the defendant is estopped from denying the validity of the street in question after pleading title to and accepting deed of lots and blocks bordering on said street in the village of Fredericksburg, and after the recitals contained in the deed by which defendant acquired title."

That at the time and place before stated the Commissioners viewed the premises and surroundings in question and heard the testimony of several witnesses offered on the part of the complainant, and all the evidence, oral and documentary, offered by all of the parties and persons interested in said proceeding, and by agreement of the parties leave was granted to each to file with the Board written briefs or arguments, the latest of which was filed September 26, 1893.

From the evidence, as heard by the Commissioners and the personal examination of the premises made by them, they find the material facts to be substantially as alleged in the complaint filed in said proceeding and hereinbefore set forth. That the plat of the village of Fredericksburg, showing the street in question in this case, was duly acknowledged presented to the county judge of the proper county, and by him ordered to be recorded, and the same was filed for record and recorded October 1, 1856, as provided by the Code of Iowa then in force. That said plat shows the number of blocks to be forty-two (42), being seven (7) blocks in length east and west, and six (6) blocks in width north and south. That it shows seven streets running east and west and six north and south, all eighty feet in width. That blocks numbered 7, 8, 21, 22, 35 and 36, comprise the most westerly tier of blocks as shown by said village plat, and that Jefferson avenue, running north and south, constitutes the east boundary of all of said blocks, and that as shown by said plat High street runs east and west between said blocks 22 and 35, and from the west to the east boundary of said village plat. That defendant's line of railroad runs nearly north and south through said blocks 7, 8, 21, 22, 35 and 36, near the west of said village, leaving only about the width of one lot or sixty feet west of said railroad tracks, or between said tracks and the west boundary of said village as originally laid out. That the defendant railway company acquired its right of way through said blocks (so far as material to the present controversy), under and by virtue of a certain deed executed by Loren Padden and wife, the 27th day of March, 1886, and which describes the premises therein conveyed as follows: Lots 5, 6, 7, 8, 9, 10, 11, 12, in block 21, all of the twelve (12) lots in block 22, and all of the twelve lots in block 35, excepting lot 7, making the number of thirty-one lots hereby conveyed in the village of Fredericksburg. That defendant's railroad through said premises and village was built about the time said right of way was so acquired, and all of the streets of said village running east and west, including said High street, were at that time crossed by said railroad and no crossings, or other way of passing over any of said streets, except Main street, running between said blocks 8 and 21, have ever been provided by said railway company, or any other person. That the depot or station house of said company is located upon said block 21 and its yards and side and passing track are located on said blocks 21, 22, 35 and 36 with the usual buildings or structures for a small country railway station. That at the time said railroad was constructed an excavation was made in what is claimed to be a part of said High street at or near the west end thereof to the depth of several feet, so as

to make the same practically impassable for teams at that point; and that ever since said railroad was built or constructed, all of that part of all of said streets so crossed by the same, except said Main street, have been used and occupied by said railway company as part of its station grounds and right-of-way the same as if no such laid out or platted streets had any legal existence. That at the time said railroad was so constructed that part of said High street now in question was enclosed by a fence as farming land and was in cultivation as such, as the land at that time immediately west of the line of said railway was then used as a wheat field and for farming purposes. That recently an addition to said town or village of Fredericksburg has been laid out or platted upon the west side of said defendant's railroad and adjoining said original town and several dwelling houses there erected and occupied which has caused a demand for the opening of said High street across said railway. That said High street down to the west line of said Jefferson avenue and all the other streets running east and west through said village to about the same point have been occupied and used as streets of said village and recognized as such by the proper authorities from the time said village was laid out to the present and that up to the time said defendant's railroad was constructed no work or labor was necessary to be done upon said High street at the west end thereof between said blocks 23 and 35, and where said railroad crossed the same, to make said street passable or fit for public use. That the evidence does not disclose any other right or claim to the street in question by said railway company except that arising from the deed hereinbefore mentioned and the use and occupation of that part of said street crossed by its tracks as before stated, since its said railroad was constructed, and the evidence before the Commissioners does not show any waiver of the rights of said village to said street except what may arise out of the facts and circumstances hereinbefore set forth.

It is under this state of facts that the defendant railway company claims that the portion in question of said High street has never been accepted by the public; that it has been abandoned because of non-user and that the said company is the absolute owner in fee of that part of High street by reason of its ownership of the adjoining lots and blocks disencumbered of any right in the public to that part of the said street. It is conceded by the defendant that the said plat of Fredericksburg shows High street therein as claimed by the complainant and at the place crossed by the defendant's road. Chapter 41, of the Code of 1851, in force at the time this plat in question was made and recorded, provides that the proprietor of a tract of land may lay out a village plat thereon in the manner therein prescribed; that such plat and acknowledgement thereof shall then be presented to the county judge who, if satisfied that all the requirements of the law had been complied with, should order the whole to be recorded, and then section 637 of said chapter in referring to the same reads as follows:

"The acknowledgement and recording of such plat is equivalent to a deed in fee simple of such portion of the land as is therein set apart for public use, or is dedicated to charitable, religious or educational purposes."

The laws of this State at that time and ever since have provided a method of vacating such plats or any part thereof, but no such provisions have been taken advantage of so far as the evidence discloses, in relation to this plat in question.

Judge Dillon, in his work upon Municipal Corporations, vol. 2, sec. 628, in speaking of such statutory dedication, says:

"If it be provided by statute that the map or plat when so made and recorded shall be deemed to be a sufficient conveyance to vest the fee in the county in which such town lies, this dispenses with

any assent or acceptance on the part of the public, and in this respect differs from a common law dedication. It differs also in the mode of operation, since by the language above quoted the estate vests in the public by conveyance or grant, whereas, at common law, a dedication to public uses, in cases where there is no express grant to a grantee upon consideration, operates by way of *estoppel in pais* of the owner, rather than by grant or the transfer of an interest in the land."

As to the claim made on the part of defendant by reason of the non-user of said part of said street by the public, the Supreme Court of this State in the case of *Barlow vs. the C., R. I. & P. Railroad Co.*, 20 Iowa, page 281, use the following language:

"As to the statute of limitation it is laid down as a general rule, that if the easement has been acquired by deed no length of time of mere non-user will operate to impair or defeat the right. Washb. on Eas. & Serv., 640, and authorities cited. In this case there was no use of the premises *adverse* to the defendant's right, and as we have seen, the alienations of the right of way by the grantee thereof was not, nor was the failure to enter upon and use the same an abandonment of it."

In 40 Iowa, 584, the court say:

"The mere non-user of the streets by the public and the authority given by the city to enclose them, do not constitute a sufficient defense. The streets being dedicated to public use the city cannot authorize them to be enclosed; this can only be done lawfully after they are vacated in the manner prescribed by law, and the fact that after the dedication is made in the manner prescribed by law the people do not use the streets, does not of itself authorize the party making such dedication to resume possession of the land."

In another case, 66 Iowa, page 41, the same court say:

"But it is urged that there was no acceptance of the dedication by the public or by the city for the public for more than thirty years after the dedication, when the street was graded. It is shown that the street remained unenclosed, that the land was rough and hilly; and for that reason it was little used by the public. It appears that when the wants of the public demanded it, the city proceeded to grade the street at the point in dispute. It would not do to hold that city streets dedicated to the public over hilly, rough land would revert to the dedicant if they were not improved and used by the public until the wants of the public travel demand it."

The further claim is made on the part of the defendant that it has held the premises in question *adversely* to the public, through itself and its grantors, ever since the plat in question was made and filed, and that there has been such a long continued *adverse* use by the defendant company and its grantors as will now estop the public to claim any right in said street at the place in question.

The chief, if not the only, evidence submitted to the Commissioners to sustain this position is contained in the affidavit of Mr J. L. Padden, one of the defendant's grantors, who says "that said lands included within the blocks hereinbefore specified (being those in question in this case) was at the time of conveyance to said railroad company under cultivation as farm lands and fenced up."

In an affidavit filed later in the way of cross-examination on the part of complainant, the same witness states as follows:

"I, J. L. Padden being sworn say in reference to sale of blocks 21, 22 and 35 (except six lots) in Fredericksburg, Iowa, to the railway company, that I always supposed that if the same was vacated the streets belonged to the blocks. I never filed any vacations of that part of Fredericksburg, all the taxes I paid was on the lots and blocks, that I bought said property knowing High street was there by lots and I sold it as lots; that I never had any controversy with the road supervisor or anyone in regard to said High street west of Jefferson avenue.

There is nothing in those affidavits to show with any degree of certainty that defendant's said grantor held said premises *adversely* to the public. He does not appear to have disputed the rights of the public to the street, or to have had any controversy in relation to the same, although he was well aware of its existence, as shown by the plat of said village.

As to the taking possession of the said street at the point in question by the

defendant in constructing its railroad, it had the right to do that under the statutes of the State. Sec. 1262 of the Code provides that any such corporation may raise or lower any highway for the purpose of having its railway cross over or under the same; and in such cases such corporation shall put such highway, as soon as may be, in as good repair and condition as before such alteration; and section 1288 requires such corporations "to construct at all points where such railway crosses any public highway, good, sufficient and safe crossings;" and consequently no conclusive inference can be drawn from the mere fact of taking possession of and occupying said street that the company claimed to hold the same adversely to the public.

In the case of *McDunn vs. The City of Des Moines*, 34 Iowa, 470, the court say:

"It is claimed by plaintiff that admitting the street was laid off and the land over which it passes dedicated by the recorded plat, the right of the public is barred by the statute of limitations. Brooks' possession dates prior to ten years before the commencement of the action, but there is an utter absence of proof that he held the land under claim of right adversely to the public, unless he so held it, the statute will not run during his possession. The only facts elicited by the evidence on this point, are that he declared his intention to fence the land up to the half section line, and did so inclose it afterward; but there is no evidence of any adverse claim of right or title thereto."

In the case of *Solberg vs. The City of Decorah*, 41 Iowa, 501, it appears that for a period of about sixteen years a portion of a street had been taken possession of by parties owning the adjoining property and inclosed the same by fence; planted trees and shrubbery, made improvements in the way of buildings on a part of said street, to the value of one thousand dollars, and had the use and occupation of such street for sixteen years or more, all with the knowledge and consent of said town, and it was claimed in that case that the city of Decorah, by reason of its acts in allowing the occupation of the premises as aforesaid, was estopped from claiming the same as a street, yet the court held that such was not the case, and that the city had a right to open and occupy the same as a street.

In the case of *Lathrop vs. The Central Iowa Railway Company*, 69 Iowa, 107, the court use the following language.

"The other proposition, viz: that defendant did not have the right to fence across the platted streets and alleys of the town, even though they were not opened or used, we think is clearly correct. The acknowledgment and recording of the plat operate to vest in the public the right to occupy and use the ground designated as streets and alleys upon it for highway purposes. * * * This right accrues to the public at once upon the acknowledgment and recording of the plat, and continues until it is either divested by some act of the public authorities, or lost by adverse possession, * * * Railway tracks are permitted to be built across public highways, but when this is done the companies are required to put the highway at the place of crossing in good condition for use by the public. * * * But no other right or privilege with reference to such highways is conferred upon them, and they clearly have no power to exclude the public from their use or to unreasonably interfere with such use. The fencing of the track at the place of crossing against live stock running at large would have the effect to exclude the public in many cases from using the highway at that place; and it follows necessarily that the right to do this does not exist. Such right would be utterly inconsistent with the duty imposed upon the companies by the section to put the highway at the place of crossing in a condition to be used by the public. The right to use it exists, as does also the right to have it put in condition to be used whenever the needs of the public demand that this be done, and no person can have the right to do any act with reference to it which will interfere with the exercise of these rights or amount to a denial of their existence."

The Commissioners, in their view of the law applicable to the case, as so laid down by the courts, cannot hold that the defendant company has such title or color of title, or any such adverse possession of the street in question, as to bar the public of its right to such street.

As to the other proposition advanced by the defendant that the opening of the street at the place demanded would be a serious inconvenience to the defendant

and dangerous to the public, they fully agree with the defendant, and if the Commissioners had, under the law, any discretion to use in the matter they would decline to order such street opened, because of such danger to the public, although it is probably not more so than many other similar crossings on station grounds.

In the judgment of the Commissioners, therefore, High street, as shown on the plat of said village of Fredericksburg, where crossed by the defendant's railway between blocks number twenty-two (22) and thirty-five (35) in said village, is a legal street and highway, and that the defendant in obstructing the same and in its refusal to put in, or construct, at the point where its said railroad crosses said street or highway, a good, sufficient and safe crossing, fails to comply with the laws of this State, and the said defendant is hereby so informed.

It is further hereby ordered that said defendant, the Chicago Great Western Railway Company, within sixty days from the time of the service hereof upon said company construct at the said place in question, where its railroad crosses said High street as aforesaid, a good, sufficient and safe crossing, in accordance with the statute in such cases made and provided.

Des Moines, Iowa, December 7, 1893.

PICKERING JOHNSON GRAIN COMPANY,
SHENANDOAH, IOWA,

VS.

THE OMAHA & ST. LOUIS RAILWAY, J.
F. BARNARD, RECEIVER.

Petition for grain warehouse at Summit station.

Petition filed August 30, 1893.

DECISION OF COMMISSIONERS.

On August 30, 1893, the Pickering Johnson Grain Company filed a paper in the office of the Commissioners stating that this grain company was a copartnership firm doing an elevator business, handling and selling grain at Shenandoah, Page county. That in furtherance of its business and for the accommodation of a large number of farmers and customers, the firm was desirous of establishing business at Summit, the first station on the Omaha & St. Louis Railroad northwest of Shenandoah and five miles from it. That Summit is a favorable shipping point for a large and productive section devoted largely to raising corn and other grain. That prior to the present season a commodious steam elevator had been maintained but was burned in June, 1893, since which time the only facilities for handling grain at that point was a small dump or grain house with office and scales. The petition further alleges that the railroad company in consideration of the sum of one dollar and seventy-five cents, has granted an exclusive right to depot grounds and the use of side track.

On the 15th day of August an application was made by farmers and others, in the vicinity, for an equal privilege for doing business at this station and was refused on the ground that exclusive rights at the station had been granted to one R. W. Morse. Notwithstanding they had entered upon the right of way and erected an office and set of scales for the sole purpose of handling grain, on August 28th the company, without legal process, tore down and removed them. The complainant further states that there is need of, and a general desire among the

farmers in the vicinity, for additional facilities and competition in the business. This, they claim, would be an advantage to the company, as competition would draw the business from greater distances and would be of great benefit to the community. The petitioners ask an order of the Board, requiring the railway company to furnish proper facilities on their station ground for additional grain house.

On September 8, 1893, J. F. Barnard, receiver, replied to the complaint :

First.—That he is informed that the alleged partnership of Pickering & Johnson is the subject of judicial investigation, fraud being alleged, and that the complainant, Pickering, did not intend to erect any extensive or expensive plant for handling grain at Summit station.

Second.—He has been receiver since June 21st, but is informed that Pickering has been only an occasional buyer at that point.

Third.—That a commodious elevator was built on ground leased of the company, which was destroyed by fire in June last; it has been rebuilt with horse power instead of steam.

Fourth.—Complainant Pickering requested permission from the receiver to place scales on the company's ground; permission was refused.

Fifth.—Pickering not long after placed scales for weighing grain in the railroad company's grounds, which were removed by the superintendent, not, however, without notice. Mr. Pickering did not, nor has any number of persons presented the receiver with any evidence that they desired him to be there.

Sixth.—He is informed that Pickering has bought corn and refused to pay for it, and has in the past ordered cars to that station, not having grain to put in them for two weeks.

The issues having been made the Board designated Thursday, September 14th, as the time they would visit Summit station and hear any testimony offered by either of the parties. On reaching there a petition was presented signed by J. D. Ross and eighty-nine others, who claim to be farmers residing near Summit station, asking the Board for better shipping facilities. They ask for more side track room, some kind of passenger waiting room, and stock yards with facilities for loading stock.

The lease of the ground at Summit station is here inserted:

" This agreement, made and entered into this 26th day of November, 1892, between the Omaha & St. Louis Railway Company, party of the first part, and R. W. Morse, of Shenandoah, Iowa, party of the second part, witnesseth, that the said party of the first part for, and in consideration of the sum of one dollar per year, paid by the said second party, and upon the express condition and stipulation that said second party shall assume all risks from fire, from any cause, and keep said first party harmless from any and all damage from fire, or any other cause to any building or buildings that are or may be erected on the land herein leased, or their appurtenances or contents, hereby grants unto the said second party the right to occupy and use for the purpose of a grain elevator, grain houses, coal sheds, office and scales, the following described part of the grounds of said party of the first part at Amelia (Summit station), Iowa, to-wit:

Commencing on the center of main line opposite point of frog on siding, thence southwesterly 65 feet, thence northeasterly at right angles to the main line 20 feet to southeast corner of land embraced in lease, thence on the same line 130 feet, thence northwesterly and parallel to main line 556 feet, thence southwesterly at right angles to main line 130 feet, thence southeasterly and parallel to main line 556 feet to southeasterly corner of leased land. The said first party agrees that the said second party shall have the right to occupy and use such portion of land as designated aforesaid, for the location of said grain elevator and other buildings for the full term of five years from the date of this agreement unless the lease shall be sooner terminated in the manner hereinafter provided, and the said second party agrees to pay all taxes that may be assessed upon said elevator and other buildings. And the said party of the second part agrees with the party of the first part that he will remove said elevator and other buildings from off the grounds of the said party of the first part at any time during the

aforesaid term of five years after receiving thirty days' notice to do so from the said party of the first part.

And it is also agreed at the expiration of this lease that the second party shall be allowed a reasonable time to remove said buildings and until such removal the provisions of this lease regarding the same shall remain in full force.

(Signed)

OMAHA & ST. LOUIS RAILWAY COMPANY,
R. W. Morse.

The lease is set out in full so that the ground and tracks covered by it may be understood.

On September 14, the Commissioners were at Summit station and met Mr. Pickering, the applicant for facilities to purchase grain at Summit station, Mr. Morse, the party owning the elevator, coal sheds and corn cribs on the side track, also a considerable number of farmers living in the vicinity. Mr. Pickering desired a location for a set of scales and an office and a building or warehouse to store grain in; he wishes fifty or sixty feet of side track for the building to stand on, and room for cars to stand; since the 24th of March he has taken in at Summit station 15,000 to 20,000 bushels of corn and has scooped it into cars. If he had proper facilities would, he thinks, ship fully one-half of the grain at that place. The present sidetrack is about four hundred feet long; thinks he would want about two hundred feet of track room.

Mr. Teachout, a farmer living in the vicinity, stated that the general wish of the farming community was that Mr. Pickering be granted the privilege of doing a grain business at this station. Shenandoah is seven miles and Imogene five miles from this station.

Mr. Parish, also a farmer, sold his grain to Mr. Pickering, had to shovel it into cars which was inconvenient; delivered about 9,000 bushels of corn; has no prejudice against Mr. Morse. Mr. Pickering paid more per bushel than Mr. Morse; thinks the farmers should have two grain buyers at the station to get the benefit of competition. Thinks a good deal of corn has gone to Farragut, a station on the Chicago, Burlington & Quincy railroad, that should have come to Summit, and would come if Mr. Pickering had the same facilities for shipping that Morse has.

Mr. Bowman says that confining the purchasing of grain to one man exclusively, deprives the community of the advantage of competition. No one man should have a monopoly at this station.

Mr. Graves states that Mr. Pickering's financial standing is good.

Mr. Stewart, of Shenandoah, who formerly owned an interest in the elevator at Summit, states that he does not believe that if Mr. Pickering should put a dump or elevator at Summit that it would pay; competition would increase the business; he hardly thinks while in business there he shipped 100,000 bushels per year. The buildings cover nearly the entire length of the siding. Thinks Mr. Pickering is responsible and attends to his business in a very energetic manner.

Mr. Morse has been buying grain at Summit for ten years; has been at all times prepared to take all the grain and pay for it; knows of no dissatisfaction until caused by Pickering in the last three months. Do not think there is any legitimate demand for more facilities or more buyers at Summit than himself; the farmers want competition, they want a grain war. The railway company will not get more grain there with two buyers than one. One cent a bushel is what he calculates to make on corn. He thinks there would not be enough profit for two buyers at Summit.

After taking the foregoing testimony, the Commissioners notified Mr. Barnard,

receiver, that they were not entirely clear as to the extent of Mr. Morse's lease at Summit, but if it was for the entire grounds and to the exclusion of any other buyer, they thought it a violation of chapter 28, laws of the Twenty-second General Assembly. They further advised him that they thought Mr. Pickering had established a fair claim for consideration, and that they would prefer this matter be adjusted without their official intervention.

The testimony taken by the Commissioners clearly establishes these facts:

That Mr. Morse is practically in possession of the entire side tracks at Summit.

That the community dependent upon Summit station for marketing their products are anxious to have competition at this station; that Mr. Pickering, as a competitor of Mr. Morse, is satisfactory to them; that the receiver seems to prefer that the business at this station should not be done by Mr. Pickering. Mr. Morse is frank in his statement; he says there is no legitimate demand for more facilities than he furnishes, and that the public wants competition, and there would not be enough profit for two buyers at Summit.

Section 4, chapter 28 of the laws of the Twenty-second General Assembly, reads as follows:

"It shall be unlawful for any common carrier, subject to the provisions of this act, to make or give any preference or advantage to any particular person, company, firm, corporation or locality, or any particular description of traffic in any respect whatsoever, or to subject any particular person, company, firm, corporation or locality, or any particular description of traffic to any prejudice or disadvantage in any respect whatsoever."

Section 1 of the same chapter, says the provisions of this act apply to the transportation of passengers and property, and to receiving, delivery, storage and handling of property.

If the Commissioners understand the law and the situation no combination between the officers of the company and any particular grain buyer whereby competition is excluded from the use of reasonable facilities for the receiving and forwarding of grain is justifiable, even under the provisions of a lease that seems to cover the entire side track.

The letter of Barnard, receiver, dated October 30, 1893, addressed to Mr. Pickering, seems to confirm this view:

"You are as free as anybody to buy grain at Summit. * * Mr. Morse has moved a coal bin and an oat bin, leaving space of three or four car lengths between his buildings and the fouling point of tracks without buildings on either side of the track to interfere with loading. * * This is not to grant you any leave or license to set up or erect any scales or buildings on the railroad grounds; if you want to do that it will be necessary for you to enter into a contract with proper sureties which shall set forth the proper stipulations."

If this letter simply means that Mr. Pickering by signing the proper fire release may put up a grain house or dump suitable for storing and loading grain into cars on the four car lengths of side track vacated by Mr. Morse, the finding of the Board will meet the views of the receiver.

Under the provisions of section 3, chapter 77, laws of the Seventeenth General Assembly:

"Whenever, in the judgment of the Railroad Commissioners, any change in the mode of operating its road and conducting its business is reasonable and expedient in order to promote the accommodation of the public, the Commissioners shall inform said railroad corporation of the changes they judge to be proper."

The Commissioners hereby inform the receiver that in their judgment any

action on his part that will prevent Mr. Pickering from availing himself of facilities whereby he can store grain and deliver it to cars on practically the same conditions as Mr. Morse, and which prevents free competition at this station, is in violation of the law and should be discontinued.

Des Moines, Iowa, December 7, 1893.

PETITION OF L. M. MARTIN, GENERAL MANAGER OF THE DES MOINES,
NORTHERN & WESTERN RAILWAY COMPANY, FOR AN
ADVANCE IN HAY RATES.

On January 6, 1893, L. M. Martin, general manager of the Des Moines, Northern & Western Railway Company, filed in the office of the Commissioners a paper asking that the schedule of rates applicable to hay in carloads be changed from Class E to Class C, the latter being the rating of the Western Classification. In support of this application he stated that his company was receiving for the use of cars from eight to ten dollars per car of the largest size, and the time the car was in use for this purpose, including the haul empty from Des Moines to where the hay was baled to the time the car was unloaded was from six to ten days. January 18 was fixed for a hearing at which time on application of Spencer Smith, attorney for the shippers of hay, the hearing was postponed to March 15th. At this time Messrs. Gower and Loomis appeared for the Chicago, Rock Island & Pacific Railway Company, Mr. Martin for the Des Moines, Northern & Western, and Mr. Hazard for the Chicago & Northwestern. In addition to the time consumed in the use of the car for the receiving, haulage and delivery of the hay as stated by Mr. Martin, Mr. Gower made an argument that Class E was the lowest freight handled by railway companies, such as brick, tile, gravel, sand and clay, and of all these it was easy to use the full carrying capacity of the car, while it was even in special large cars difficult to load them with hay to one-half of their capacity. The reasons assigned were, first, that the cars in this traffic were necessarily employed a longer time than ordinary freight; and second, they could only be loaded to one-half their capacity, consequently the payment for the service was inadequate.

Mr. Smith argued that the true standard for determining the proper classification which, of course, made the rate, was a comparison with what was charged by the same railroad companies voluntarily made in Nebraska and Kansas. He presented a large number of expense bills made by the railroads that were asking this change of classification, showing rates west of the Missouri river lower than those in force in Iowa. The correctness of these bills was admitted, although it was claimed that those rates were the result of competition.

The Board, after a full discussion, decided to make no change and left hay in class E, in the classification they were at the time preparing.

Des Moines, Iowa, January 12, 1894.

N. ENNESSY, NEW HAMPTON IOWA,

vs.

CHICAGO GREAT WESTERN RAILWAY
COMPANY.*Farm under-crossing.*

Complaint filed May 15, 1893.

DECISION OF COMMISSIONERS.

On May 15, 1893, N. Ennessy, of New Hampton, Iowa, wrote the Board that his under-crossing at bridge 121, on the Chicago Great Western Railway, was impassable and that he needed the crossing for his stock to get to pasture, asking immediate attention. A similar complaint had been made some years before, and at that time the Commissioners visited the grounds with Mr. Fernstrom, chief engineer, who, by agreement, made the under-crossing passable for stock.

The attention of Mr. Egan, president, was called to the crossing, and a carload of cinders were put in which, in letter of June 20th, Mr. Ennessy informed the Board, made the crossing passable at that time. On August 30th, the Commissioners were at New Hampton with Mr. Fernstrom and Mr. Berlingett and went to the bridge. The weather was dry and the crossing in reasonably good shape. From their observation they conclude that this crossing will have to be fixed more permanently than it has been or will require attention whenever floods pass large volumes of water under the bridge. In the deed from Mr. Ennessy to the railway company one of the considerations for the land seems to be that "The railroad company is to put in and maintain one good farm crossing and also one crossing suitable for cattle to cross." This is supposed to be the under-crossing. The duty of the company evidently is to maintain a passable under-crossing at this bridge at all times.

*Des Moines, Iowa, January 12, 1894.*LOUDEN MACHINERY COMPANY, FAIR-
FIELD, IOWA,

vs.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY, CHICAGO GREAT
WESTERN RAILWAY COMPANY.*Freight transfer facilities at Afton Junction.*

Complaint filed August 8, 1892.

DECISION OF COMMISSIONERS.

On August 6, 1892, R. B. Loudon, president of the Loudon Machinery Company of Fairfield, Iowa, wrote the Board that his company had a number of customers living on the line of the Chicago Great Western Railway and all goods shipped to points on that line must go by way of Des Moines or St. Joseph. This increases the rate of freight and causes delay in transportation. He asks whether the Commissioners have no power to compel these roads to have freight depots and transfer freight at crossing points. In a second letter, dated August 19th, Mr. Loudon states that he understands that it would be difficult to put in a Y at Afton Junction to transfer cars, but as his freight is usually shipped in less than carload lots it

could be hauled in drays from one depot to the other. If this could not be done could the Commissioners order a rate from points on the Chicago, Burlington & Quincy to points on the Chicago Great Western between Des Moines and St. Joseph at the same rates as if shipped to Afton Junction and transferred there?

In support of the petition of the Loudon Machinery Company the Board received letters from Russell & Co., Keys Bros. and the Sandwich Manufacturing Company, of Council Bluffs; J. Turney & Co., of Fairfield; Hardsocg Manufacturing Co. and George Haw & Co., of Ottumwa; Robert Donahue, S. R. & I. C. McConnell, Drake Hardware Company and Wire Mattress Company of Burlington.

Ever since the construction of the Chicago Great Western Railway through to Union county there has been before the Board at different times applications for transfer at this crossing, and in December, 1888, after taking considerable testimony, the Board made a decision in which the question of transfer of freight in car lots was fully discussed. This decision says the "Chicago, St. Paul & Kansas City (now the Chicago Great Western) crosses the Chicago, Burlington & Quincy on an overhead bridge thirty-five feet above the rail. A connection between the tracks of the two roads must be made by a track skirting the sidehill for some distance. The difference in the estimates furnished of the cost of the work (\$16,977.86 by the engineer of the Chicago, Burlington & Quincy and \$6,000 the estimate of Mr. White, sheriff of Union county who has talked with railroad men about the cost), is largely due to the character of the line required for connecting the two roads. It is probably safe to assume that a track with a grade practically sufficient for all transfer at this point and station house could be built for \$9,600. There was no testimony offered to show what amount of transfer of freight in car lots would be required at this point, and as both roads run to Des Moines and St. Joseph it is probable that the freight accommodations would be limited to the means for the transfer of a few cars."

The decision does not discuss the transfer of freight in less than car lots, but calls for a station house to be warmed and lighted before the arrival and after the departure of all trains that stop at this junction. As a result of this decision two passenger trains per day each way on both roads stop at this junction. The Commissioners see no reason to question its correctness and although rendered four years ago know of no developments since then that have changed the condition. The transfer of freight in less than car loads seems to be the only question not settled.

The first question asked by Mr. Loudon is "Have the Commissioners the power to compel the railroads to have freight depots and transfer freight at crossing points?" The answer is that if there was sufficient freight offered for transfer in less than carload lots to make the matter a public necessity the Board, in their judgment, would have authority under the law to require reasonable facilities therefor. Mr. Loudon states that as his freight is usually shipped in less than carload lots that it could be hauled from one depot to the other as at Fairfield. The situation is somewhat different. One road is thirty-five feet higher than the other and there is apparently no road or highway in the vicinity; there are some houses at Talmage about a mile or more away. The only method of going from one road to the other is by a stairway on the right-of-way of the roads; down this it would be impracticable to move heavy freight and no drays could be run without first establishing and building roads.

The next question asked is "Could the Commission order a rate from points on the Chicago, Burlington & Quincy to points on the Chicago Great Western between Des Moines and St. Joseph at the same rate as if shipped by Afton Junction and

transferred there?" Under the laws of the State the Commissioners have no authority to discriminate in making rates, and whatever rate is made for one party and one distance must be made for every other party desiring to ship that distance over that line.

On March 30, 1893, the Commissioners, after giving due notice to complainants and parties uniting with them in the petition and the railway companies, went to this crossing and examined the situation carefully. They regretted that no one appeared to urge the interests of the complainants or to make suggestions for reaching the difficulties that presented themselves. The Chicago, Burlington & Quincy Railroad Company was represented by Mr. Levey, superintendent; Mr. Duggan, assistant superintendent and Mr. Hedges, attorney. The Chicago Great Western by Mr. Berlingett, superintendent. The Commissioners looked over the ground and heard the views of the railway men. An arrangement had been made to transfer baggage by means of an inclined plane but seems not to have been a success and trunks were dragged up and down the steps.

The Chicago, Burlington & Quincy representatives protested against the establishment of a freight station at this place, first, because it was dangerous, it being in a sag or valley with maximum grades on either side through which freight trains were obliged to run rapidly to make the ascents; second, that there was no highway or other means by which one road could be reached from the other, the crossing being in the woods, no one living at any point in sight; third, the additional cost of shipping goods from the line of the Chicago, Burlington & Quincy to the Iowa points on the Chicago Great Western via Des Moines would be considerably less than the transfer could be made at this place. In proof of this they submitted a table of rates from Burlington to all points south of Des Moines on the Chicago Great Western Railway in Iowa via Des Moines and Afton Junction in first, second, third and fourth classes. As the table is based on the Commissioners' rates on both roads it is here inserted:

STATIONS.		First class— Cents.	Second class— Cents.	Third class— Cents.	Fourth class— Cents.
Burlington	to Lida via Des Moines.	51 6	41.2	31.84	24.82
Burlington	to Lida via Afton Junction.	55.6	44.22	34.1	26.68
Burlington	to Churchville via Des Moines.	52.2	41.71	32.24	25.12
Burlington	to Churchville via Afton Junction.	55.6	44.22	34.1	26.68
Burlington	to Conger via Des Moines.	52.2	41.71	32.24	25.12
Burlington	to Conger via Afton Junction.	55.	43.71	33.7	26.38
Burlington	to Hanley via Des Moines.	53.4	42.73	33.	25.72
Burlington	to Hanley via Afton Junction.	54.4	43.2	33 53	26.08
Burlington	to Peru via Des Moines.	54.	43.24	33.4	26.02
Burlington	to Peru via Afton Junction.	53.2	42.18	32.54	25.48
Burlington	to Barney via Des Moines.	55.2	44.26	34.24	26.62
Burlington	to Barney via Afton Junction.	52.4	41.5	32.	25.08
Burlington	to Lorimor via Des Moines.	55.2	44.26	34.24	26.62
Burlington	to Lorimor via Afton Junction.	51.6	40.82	31.7	24.68
Burlington	to Monette via Des Moines.	55.6	44.6	34.5	26.82
Burlington	to Monette via Afton Junction.	51.6	40.82	31.7	24.68
Burlington	to Talmage via Des Moines.	56.	44.94	34.77	27.02
Burlington	to Talmage via Afton Junction.	50.8	40.14	30.94	24.28
Burlington	to Shepard via Des Moines.	56.4	45.28	35.04	27.22
Burlington	to Shepard via Afton Junction.	50.8	40.14	30.94	24.28
Burlington	to Arispe via Des Moines.	56.8	45.62	35.3	27.42
Burlington	to Arispe via Afton Junction.	51.6	40.82	31.7	24.68
Burlington	to Shannon City via Des Moines.	56.8	45.62	35.3	27.42
Burlington	to Shannon City via Afton Junction.	52.4	41 5	32.	25.08
Burlington	to Knowlton via Des Moines.	57.6	46.3	35.84	27.82
Burlington	to Knowlton via Afton Junction.	53.2	42.18	32.54	25.48
Burlington	to Diagonal via Des Moines.	57.6	46.3	35.84	27.82
Burlington	to Diagonal via Afton Junction.	53.2	42.18	32.54	25.48

STATIONS.	First class— Cents.			
	Second class— Cents.	Third class— Cents.	Fourth class— Cents.	
Burlington to Benton via Des Moines.....	58.4	46.98	36.37	28.22
Burlington to Benton via Afton Junction.....	54.5	43.2	33.33	26.06
Burlington to Maloy via Des Moines.....	58.4	46.98	36.37	28.22
Burlington to Maloy via Afton Junction.....	55.	43.71	33.7	26.38
Burlington to Blockton via Des Moines.....	59.2	47.66	36.9	28.62
Burlington to Blockton via Afton Junction.....	55.6	44.22	34.1	26.68
Fairfield to Lida via Afton Junction.....	47.6	39.32	30.6	23.38
Fairfield to Lida via Des Moines.....	43.6	36.3	28.34	21.50
Fairfield to Churchville via Afton Junction.....	47.6	39.32	30.6	23.38
Fairfield to Churchville via Des Moines.....	44.2	36.81	28.74	21.82
Fairfield to Conger via Afton Junction.....	47.	38.81	30.2	23.06
Fairfield to Conger via Des Moines.....	44.2	36.81	28.74	21.82
Fairfield to Hanley via Afton Junction.....	46.4	38.3	29.83	22.78
Fairfield to Hanley via Des Moines.....	45.4	37.83	29.5	22.42
Fairfield to Peru via Afton Junction.....	45.2	37.28	29.04	22.18
Fairfield to Peru via Des Moines.....	46.	38.34	29.9	22.72
Fairfield to Barney via Afton Junction.....	44.4	36.6	28.5	21.78
Fairfield to Barney via Des Moines.....	47.2	39.36	30.74	23.32
Fairfield to Lorimor via Afton Junction.....	43.6	35.92	28.2	21.38
Fairfield to Lorimor via Des Moines.....	47.2	39.36	30.74	23.32
Fairfield to Monette via Afton Junction.....	43.6	35.92	28.2	21.38
Fairfield to Monette via Des Moines.....	47.6	39.7	30.	23.52
Fairfield to Talmage via Afton Junction.....	42.8	35.24	27.44	20.98
Fairfield to Talmage via Des Moines.....	48.	40.04	31.27	23.72
Fairfield to Shepard via Afton Junction.....	42.8	35.24	27.44	20.98
Fairfield to Shepard via Des Moines.....	48.4	40.38	31.54	23.92
Fairfield to Arispe via Afton Junction.....	43.6	35.92	28.2	20.98
Fairfield to Arispe via Des Moines.....	48.8	40.72	31.8	24.12
Fairfield to Shannon City via Afton Junction.....	44.4	36.6	28.5	21.78
Fairfield to Shannon City via Des Moines.....	48.8	40.72	31.8	24.12
Fairfield to Knowlton via Afton Junction.....	45.2	37.28	29.04	22.18
Fairfield to Knowlton via Des Moines.....	49.6	41.4	32.34	24.52
Fairfield to Diagonal via Afton Junction.....	45.2	37.28	29.04	22.18
Fairfield to Diagonal via Des Moines.....	49.6	41.4	32.34	24.52
Fairfield to Benton via Afton Junction.....	46.4	38.3	29.83	22.78
Fairfield to Benton via Des Moines.....	50.2	42.08	32.87	24.92
Fairfield to Maloy via Afton Junction.....	47.	38.81	30.2	23.06
Fairfield to Maloy via Des Moines.....	50.2	42.08	32.87	24.92
Fairfield to Blockton via Afton Junction.....	47.6	39.32	30.6	23.38
Fairfield to Blockton via Des Moines.....	51.2	42.76	33.4	25.32
Ottumwa to Lida via Des Moines.....	39.6	33.66	26.41	19.8
Ottumwa to Lida via Afton Junction.....	43.6	36.87	28.85	21.73
Ottumwa to Churchville via Des Moines.....	40.2	34.17	26.81	20.1
Ottumwa to Churchville via Afton Junction.....	43.6	36.87	28.85	21.73
Ottumwa to Conger via Des Moines.....	40.2	34.17	26.81	20.1
Ottumwa to Conger via Afton Junction.....	43.	36.36	28.45	21.43
Ottumwa to Hanley via Des Moines.....	41.4	35.19	27.57	20.7
Ottumwa to Hanley via Afton Junction.....	42.4	35.85	28.08	21.13
Ottumwa to Peru via Des Moines.....	42.	35.7	27.97	20.85
Ottumwa to Peru via Afton Junction.....	41.2	34.83	27.29	20.53
Ottumwa to Barney via Des Moines.....	43.2	36.72	28.81	21.6
Ottumwa to Barney via Afton Junction.....	40.4	33.15	26.95	20.13
Ottumwa to Lorimor via Des Moines.....	43.2	36.72	28.81	21.6
Ottumwa to Lorimor via Afton Junction.....	39.6	33.37	26.45	19.73
Ottumwa to Monette via Des Moines.....	43.6	37.06	29.07	21.8
Ottumwa to Monette via Afton Junction.....	39.6	33.37	26.45	19.73
Ottumwa to Talmage via Des Moines.....	44.	37.4	29.34	22.
Ottumwa to Talmage via Afton Junction.....	38.8	32.79	25.69	19.33
Ottumwa to Shepard via Des Moines.....	44.4	37.74	29.61	22.2
Ottumwa to Shepard via Afton Junction.....	38.8	32.79	25.69	19.33
Ottumwa to Arispe via Des Moines.....	44.8	38.08	29.87	22.4
Ottumwa to Arispe via Afton Junction.....	39.6	33.37	26.45	19.73
Ottumwa to Shannon City via Des Moines.....	44.8	38.08	29.87	22.4
Ottumwa to Shannon City via Afton Junction.....	40.4	34.15	26.75	20.13
Ottumwa to Knowlton via Des Moines.....	45.6	38.76	30.41	22.8
Ottumwa to Knowlton via Afton Junction.....	41.2	34.83	27.29	20.53
Ottumwa to Diagonal via Des Moines.....	45.6	38.76	30.41	22.8
Ottumwa to Diagonal via Afton Junction.....	41.2	34.83	27.29	20.53
Ottumwa to Benton via Des Moines.....	46.4	39.44	30.94	23.2
Ottumwa to Benton via Afton Junction.....	42.4	35.85	28.08	21.15
Ottumwa to Maloy via Des Moines.....	46.4	39.44	30.94	23.2
Ottumwa to Maloy via Afton Junction.....	43.	36.36	28.45	21.43
Ottumwa to Blockton via Des Moines.....	47.2	40.12	31.47	23.6
Ottumwa to Blockton via Afton Junction.....	43.6	36.87	28.85	21.73

It is claimed that this is less than the transfer could be made at the Afton Junction with any facilities that the railways could be required to put in there.

The company furnishes in addition a statement of freight forwarded to stations on the Chicago Great Western Railway via Des Moines from December 1, 1892, to March 25, 1893:

	Weight.	Charges.
Pilger Grocer Company—Benton	1,190	\$ 2.70
Chittenden & Eastman—Lorimor	2,885	10.80
Chittenden & Eastman—Knowlton	1,050	3.49
R. & R. Candy Company—Shannon City	560	1.32
R. & R. Candy Company—Blockton	100	.25
Phillips & C.—Peru	100	.35
Phillips & C.—Lorimor	640	2.26
Totals	6,520	\$21.17

Making a total of 6,520 pounds on which the charges were \$21.17.

It was further urged that it was the intention to change the line of the Chicago, Burlington & Quincy road and cross the Chicago Great Western at or near Talmage for the purpose of reducing the grades on either side of this sag and that it was impossible to do this on the present line. The company was simply waiting until the money could be spared to make this change.

It is unfortunate that no one appeared to combat these propositions or furnish some reason why they should not be decisive in the case, and the Commissioners were left to reach conclusions without the aid that might have been furnished, or without any idea of what the traffic was or could be made, except the statements of the railway company.

In December, 1888, the Board, after full investigation as before stated, decided that a connection of the two roads by a Y or tracks was so expensive that the traffic offered in exchange would not justify them in requiring its construction. They were satisfied that there would be a very considerable interchange of passengers, and required a waiting room to be built; and in compliance with their request two passenger trains each way on both roads stop here for this purpose.

The only matter left for determination is whether under the circumstances and conditions they should order a transfer of freight in less than car load lots at this place. With the testimony before them and without proof of the prospective transfer of a volume of freight which would justify the outlay necessary to make the exchange, they have reached the conclusion that it would be a tax upon the companies for which there is no public necessity, and therefore decline to make the order.

Des Moines, Iowa, April 12, 1893.

ALEXANDER WARNOCK, SIGOURNEY,
IOWA,

vs.

BURLINGTON, CEDAR RAPIDS & NORTH-
ERN RAILWAY COMPANY.

} *Application for under farm crossing.*

DECISION OF COMMISSIONERS.

September 30, 1891, Alexander Warnock filed in the office of the Commissioners a petition stating that he was the owner of a certain quarter section of land in

Keokuk county, crossed by the railroad of the Burlington, Cedar Rapids & Northern Railway Company; that his house and other buildings and water supply were on one side of the railroad, and his meadow and pasture land principally upon the other side; that his only means of crossing the railroad was by the usual over crossing with heavy gates; setting forth the inconvenience he was subject to in carrying on farming operations and handling stock by reason of the lack of a crossing under said railroad alleged to be practicable under the circumstances, and asking the Board to examine the premises and require the railway company to furnish such under crossing.

A copy of said petition was duly forwarded to the president and general manager of said company, and under date of October 3, 1891, a reply was received as follows:

"W. W. Ainsworth, Secretary Railway Commissioners, Des Moines, Iowa:

DEAR SIR.—Yours of the 30th ult., came to hand this A. M. with complaint of Mr. Alex. Warnock, of Sigourney, Iowa, and in reply to same would say; that we seem to have complied with the law in every respect in his case, and I think if Mr. W. would consider the matter he would conclude that it would be unreasonable to expect the railway company to build him an underground crossing unless they were prepared to do the same for every land owner through whose lands the railway passes. We are, however, willing to put in an underground crossing for Mr. W. at his expense, estimated to cost \$600.

Yours truly,

C. J. IVES,

President B., C. R. & N. Ry Co."

At that time a case was pending in the supreme court of the State, involving the question of the jurisdiction of the Board of Railroad Commissioners to investigate and take any action in such a case, and this was held awaiting a decision of that matter by said court. Such decision was filed in May, 1892, and shortly after the following correspondence was held:

"DES MOINES, IOWA, June 2, 1892.

Samuel K. Tracy, General Solicitor B., C. R. & N. Ry. Co., Cedar Rapids, Iowa:

DEAR SIR: The case of Alex. Warnock, of Sigourney, in which an under-crossing is asked for has been held for the finding of the supreme court in the case of *Cutler vs. Mason City & Fort Dodge Railroad*. A decision has lately been handed down in that case sustaining the authority of the Commissioners to order such crossings and sustaining the order, as you are probably advised. In view of the present situation the Commissioners desire to know whether you still decline to comply with the request of the complainant and if so when will it be convenient for you to take the matter up for hearing.

Respectfully,

W. W. AINSWORTH.

Secretary.

By order of the Board.

"CEDAR RAPIDS, IOWA, June 6, 1892.

W. W. Ainsworth, Secretary Board Railway Commissioners, Des Moines:

DEAR SIR: In reply to your favor of the 2d inst. would say that in the matter of the application of Alex. Warnock against this company, it desires to contest before the Board the reasonableness of the request; and respectfully asks that some day and place may be fixed at which such hearing can be had to suit the convenience of the Railway Commission.

Yours truly,

S. K. TRACY.

General Solicitor.

The complainant was also advised of this, and at his request the hearing of the matter was postponed for a considerable time.

September 8, 1892, after due notice to all parties interested, the Commissioners went upon the ground and made a personal examination of the premises in question, the company being represented upon that occasion by Mr. Brown, its division engineer.

October 6, 1892, the Commissioners rendered their decision, the material part of which is as follows:

The Commissioners in this case are of the opinion that a grade crossing with two heavy gates is not an "adequate means of crossing" as is required by law, and that an under crossing is, necessary to enable him to preserve to the extent consistent with the franchise, the enjoyment of his property rights. The respondent, the Burlington, Cedar Rapids & Northern Railway Company, is therefore ordered to construct within ninety days from this date an under-crossing, which might be put under the embankment either east or west of the present over crossing, where the height is sufficient. The under-crossing must not be less than four feet wide in the clear and not less than six feet in height.

Des Moines, October 6, 1892.

Upon a copy being forwarded to the company, its president, Mr. Ives, wrote the Board, stating in substance that it was represented by its engineer at the time before referred, with the view of showing simply the expense of the proposed under-crossing, and not with any understanding that a discussion or full hearing of the case would then be had, and he asked the Commissioners to reopen the case and set a day for a hearing, so that the company's side could be more fully presented, which request was complied with by the Board.

November 2, 1892, Mr. Ives, president, S. K. Tracy, general solicitor, and H. F. White, chief engineer of the company, appeared before the Board at its office in Des Moines and were heard fully upon the matters involved in the case, and the following additional answer was then filed on the part of the company:

"The defendant for answer to the petition specifically denies each and every allegation therein contained, and asserts that the order that is sought in this case would be unreasonable because of the expense that it would entail upon the railroad company, and for the further reason that the building of such openings in its embankment would be against public policy and public safety, inasmuch as they tend to weaken the roadbed and roadway, which under the law the railroad must exercise the greater amount of care to make safe."

The Board, realizing the importance of the questions involved, and desiring to give all parties a full opportunity to be heard upon all matters material to the controversy, entered an order, the material part of which, after setting forth the prior order, is as follows:

"Now, upon consideration of the premises, it is ordered by the Board that the rehearing asked for by the defendant be granted, and the order heretofore made by the Board and the decision heretofore rendered in said case be and the same are hereby set aside and annulled, but without prejudice to the right of the complainant to proceed with the case and again submit the matter fully to the Board, at such time and place as may hereafter be fixed by the Board. It is further ordered that the complainant have leave to file a new petition or complaint or amend the one now on file in said case, as he may prefer, or be advised.

July 5, 1893, an amended petition was filed by the complainant, which is as follows, to-wit:

"Before the Honorable Board of Railroad Commissioners of Iowa.

ALEXANDER WARNOCK, Plaintiff,

VS.

THE BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, Defendant.

} *Petition.*

The plaintiff, Alexander Warnock, by way of amendment to his original petition filed September 30, 1891, and for cause of complaint against the defendant, the Burlington, Cedar Rapids & Northern Railway Company says:

I. That he is the owner in fee and in possession of the southeast quarter of section twenty (20), in township seventy-seven (77), north of range twelve (12), west of the 5th P. M., in Keokuk county, Iowa.

II. That said premises are all enclosed and under cultivation, used by the plaintiff as a stock and dairy farm. That plaintiff raises and sells both cattle and horses, and milks and makes butter for market from a large number of cows, to-wit: from not less than four head

at some seasons to as high as fourteen head at other seasons of the year. That his entire herd of cattle will average about twenty head including milk cows and other cattle, and that his herd of horses will average sixteen head.

III. That the defendant is a corporation duly organized and existing under and by virtue of the laws of the State of Iowa.

IV. That the defendant owns and operates a line of railway which crosses said premises of plaintiff from east to west near the center of the same.

That on this line of said railroad and about nineteen rods west of the east line of said premises, there is a fill or embankment under which there is a tile culvert, and at a point on said line of said railroad about sixty-two rods west of the east line of said premises is another fill or embankment under which is a tile culvert. The first of which said fills is about eleven feet deep and the second is about eight feet deep.

That between said two fills and at a point about forty-four rods west of the east line of said premises there is a grade crossing.

That the said line of railroad is fenced its entire length through said premises, and plaintiff's only means of access to said grade crossing is through gates placed on each side of the railroad right of way opposite said grade crossing.

That said gates are sixteen feet long, made of fencing boards, and are hung between two posts, on a cleat nailed to said posts; that they are very heavy, and to open and shut the same plaintiff is compelled to shove them back on said cleats and then carry them around out of the way.

That the line of said railroad across said premises and the location of said grade crossing and fills or embankments are more particularly shown by a map of said premises herewith annexed and made a part of this petition.

V. That the plaintiff's dwelling house and other buildings, his water supply, consisting of well and two ponds, his artificial groves used for shade and shelter, and all other buildings and improvements erected for the more convenient prosecution of his said business, are on the south part of said premises as divided by said line of railroad, the particular locations of which, with respect to each other, and with respect to the line of said railroad, and the boundary line of said premises, are more fully shown by reference to said plat heretofore referred to, made a part of this petition and marked Exhibit "A."

VI. That to properly farm and cultivate said premises, plaintiff is compelled to pasture his said stock on the north side of said line of railroad which, for the purpose of milking said cows, puts plaintiff under the necessity of bringing said cows in across said railroad, and of returning them twice a day, which involves the driving of said cattle the distance, at the very least, of fifty-nine rods four times, and the opening and shutting of said two heavy gates, four times a day; and during the dry and hot weather plaintiff is, for the purpose of properly supplying his said stock with water, compelled to bring them in and return them again as often as three times in addition to the two times for milking purposes, making ten crossings of said railroad, ten openings of each of said gates, and ten trips from the pasture to the watering place, which is, at the very least, about eighty rods. That by reason of said railroad intervening between plaintiff's pasture and his watering place and groves, his said stock are deprived of the benefit of having free access to water and shade.

VII. That no one but a strong man is able to handle said large gates, and herd said animals across the railroad and keep them from trespassing on the right of way of said railroad, and inasmuch as said crossing is not guarded with cattle-guards, one strong man alone can not always keep said animals from so trespassing.

VIII. That by reason of the existing circumstances and conditions, and the facts above alleged, said grade crossing is not an adequate crossing, and under existing circumstances and conditions, and the facts above alleged, no crossing other than an under or open crossing would be an adequate crossing.

IX. That on or about the 7th day of April, 1893, plaintiff made a written request of defendant, the Burlington, Cedar Rapids & Northern Railway Company, for such an adequate crossing, which said request will more fully appear by reference to a copy of the same hereto annexed, marked Exhibit "B," and made a part of this petition.

X. That in answer to said written request said defendant, on or about the 13th day of April, 1893, sent to plaintiff its written refusal to comply with said written request, as will more fully appear by reference to a copy of said refusal hereto annexed, marked Exhibit "C" and made a part of this petition.

XI. That the plaintiff has no other means of crossing said railroad besides the said grade crossing described in article IV of this petition.

XII. Wherefore plaintiff prays, as in his original petition he has already prayed, and that your Honorable Board may inquire into said matter and fully investigate the same, and

that if upon such investigation you find that under existing circumstances and the facts above alleged, that said grade crossing is not an adequate crossing, and that nothing other than an under-crossing would be, then that you make an order requiring said defendant to construct such a crossing as will under the existing circumstances be an adequate crossing, and he will ever pray.

C. G. JOHNSTON,
Attorney for Plaintiff.

STATE OF IOWA, }
KEOKUK COUNTY. }

I, Alexander Warnock, being first duly sworn upon oath say, I am the plaintiff named in the above petition and the facts alleged in said petition are true as I verily believe.

(Signed)

ALEXANDER WARNOCK.

Subscribed and sworn to before me and in my presence by the said Alexander Warnock this 29th day of May, 1893.

[SEAL.]

C. G. JOHNSTON,
Notary Public.

COPY OF EXHIBIT "B."

KESWICK, Iowa, April 7, 1893.

C. J. IVES, *President Burlington, Cedar Rapids & Northern Railway Company.*

DEAR SIR: I write to inform you that I am now and have since long before your line of railway was built through Keokuk county, Iowa, been owner of the southeast quarter of section 20, township 77, north of range 12, west of 5th P. M. That your said railway cuts said land in two almost equal parts. That I have never had an adequate means of crossing said railway from one part of said land to the other. That no crossing short of an under-crossing would, under existing circumstances and conditions, be adequate. That the fill immediately east of my present place of crossing offers a feasible location for an under-crossing.

I would, therefore, hereby request that you construct an under-crossing at said point as soon as practicable, and that you also inform me as soon as convenient whether you will or not grant this, my request. Respectfully,

ALEXANDER WARNOCK.

COPY OF EXHIBIT "C."

CEDAR RAPIDS, Iowa, April 12, 1893.

ALEXANDER WARNOCK, Esq., *Keswick.*

DEAR SIR: Yours in relation to under-crossing is received and the matter referred to me. You must recognize the fact that all openings of that kind greatly endanger the safety of the public travel and tend to weaken the strength of the road-bed, and hence such openings should be avoided if it is possible to do so. If there is any further work we can do for the ordinary crossing you now have the company will gladly do it, but it must decline to put in an underground crossing unless compelled to do so by law.

Yours truly,

S. K. TRACY,
General Solicitor.

And the 11th of July, 1893, an answer to the same was filed on the part of the defendant which is as follows:

"Before the Honorable Board of Railroad Commissioners of Iowa.

ALEXANDER WARNOCK

VS.

THE BURLINGTON, CEDAR RAPIDS & NORTH-
ERN RAILWAY COMPANY.

} *Answer.*

The railway for answer to the above named complaint, says that the plaintiff has now an adequate crossing at the place complained of, and that the same is such as other crossings throughout the State of Iowa, and such as contemplated by law; and if this complainant is entitled to an underground private crossing, then every other land owner would be entitled to the same along the entire line of defendant's railway.

That if the crossing as now constructed is an inconvenience or trouble to complainant, in law, he is now conclusively presumed to have been fully compensated for such inconvenience and trouble, in the payment of the award in the condemnation proceedings for right of way at the place in controversy.

And the defendant further answering, says that obedience to any order compelling an under-ground crossing to suit the convenience of complainant, would greatly tend to weaken

its road-bed, and lives of its employes, and the public would be jeopardized; and that for this reason the plaintiff's private interest should not be regarded as paramount to human life; and if such private interests suffer in the respect claimed, it is for the public good, and therefore his request is unreasonable, inequitable and unjust.

Wherefore, defendant prays that no such order be promulgated as asked by plaintiff.

THE BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY,
C. J. IVES, *President*.

Thereupon the Commissioners fixed Wednesday, July 19, 1893, at 2 o'clock P. M., at the court house in Sigourney, Iowa, as the time and place for a further hearing of the case, of which the parties were duly notified, and at which time and place all the Commissioners were present, and the complainant appeared in person and by C. G. Johnston, his attorney, and the defendant appeared by G. D. Woodin, its attorney; and several witnesses on the part of complainant were duly sworn and examined, and full hearing was then had before the board, so far as the facts in the case were or are involved; and at the request of the parties, time was given each to file with the Board written or printed arguments, the latest of which, on the part of complainant, was filed under date of September 19, 1893.

From the evidence submitted to the Commissioners, and their personal view of the premises, they find the following to be the material facts in the case.

That the complainant, Alexander Warnock, is the owner in fee and in possession of the southeast quarter of section twenty (20), in township seventy-seven (77), north of range twelve (12), west of the 5th P. M. Iowa, in the county of Keokuk; that said premises are all enclosed and under cultivation, and the owner raises and sells cattle and horses, milks and makes butter for market from a number of cows, ranging from four at some seasons to fourteen at others, and he uses said premises as a stock and dairy farm; that his entire herd of cattle, including milk cows, will average about twenty (20) head, and his average number of horses about fifteen (15) head; that the defendant, the Burlington, Cedar Rapids & Northern Railway Company, owns and operates a line of railway which crosses said quarter section of land owned by plaintiff east and west near the center of the same; that on this line of railroad on said premises, and about twenty rods west of the east line of said quarter section, there is a fill or embankment about eleven feet in height or depth; that about forty-five rods west of the east line of said premises there is a grade crossing for the use of plaintiff; that said line of railroad is fenced its entire length through or across said premises and plaintiff's only means of access to said grade crossing is through gates placed in the line of the fence on each side of the railroad right of way opposite said crossing; that said gates are sixteen feet in length, composed of six boards about six inches in width, running lengthwise, with cross pieces of same material, and said gates are hung on a cross piece nailed to two posts set near together, and to open the same the gates are shoved back on this cross piece and then carried around out of the way by the person opening the same; that said gates are heavy and somewhat unwieldy and difficult to handle, but are substantially such as are quite commonly used by farmers in that locality, as well as by said railroad company at farm crossings; that said farm crossing at grade for plaintiff is in good condition in every respect, except as to said gates, and the same is in a good and convenient place for plaintiff; that the defendant is ready and willing to repair or replace said gates by proper and suitable ones, and if that is done plaintiff's present crossing is fully up to the standard of the usual or ordinary farm crossing at grade as ordinarily constructed in this State; that there is no cattle-guard upon either side of said crossing; that plaintiff's dwelling house and farm buildings are situated

near the center of the southeast forty acres of said quarter section in question, and his permanent supply of water for stock, consisting of a well and two artificial ponds, also grove used for shade and shelter to stock, with yards and other improvements for the convenient prosecution of his business, are all located or situated near to said dwelling house, on the same forty acres, and all on the south part of said premises as divided by said line of railroad; that there is a highway on the east and also on the south line of said quarter section, and to reach the highway as the plaintiff usually travels from his dwelling he goes south about thirty rods to the east and west highway on the south line of said quarter section; that the distance from plaintiff's dwelling house to the farm crossing he now has over the railroad is about fifty-five rods, and from said crossing to plaintiff's watering place for his stock is about forty rods; that to rotate his crops and properly carry on his farming operations, it is necessary for plaintiff to have, during some seasons, pasture for his stock on the north side of said railroad, and during the present season, and for several prior thereto, plaintiff's pasture for stock has been on that side of said railroad; that during a large part of the season all the water for plaintiff's stock was obtained by driving the same across said railroad from the north to the south side thereof over said grade crossing; that from the evidence it does not appear reasonably certain that at a reasonable expense a permanent supply of water for stock, by wells or ponds, can be obtained on plaintiff's land on the north side of said railroad; that the defendant obtained its right of way across plaintiff's premises by deed from him dated November 5, 1879, for the consideration of one hundred and twelve and fifty one-hundredths dollars, said right of way being one hundred feet wide across said premises and, as said deed expresses it, "for the purpose of constructing a railway thereon, and for all uses and purposes connected with the use of said railway * * * and to have, hold and enjoy the land described forever for any and all uses and purposes in any way connected with the construction, operation, preservation, occupation and improvement of the said railway;" that the railroad in question was built across the premises of plaintiff in the latter part of the year 1879, and since that time said right of way has been in the possession of defendant, and said railroad has been operated by it and the plaintiff has had during that time only the ordinary farm crossing at grade hereinbefore mentioned; that during the hot and dry season plaintiff is put to much extra labor and expense in driving his milk cows and other stock back and forth across said railway track which could be avoided by a crossing for such stock under said railway; that east of the present grade crossing and at the embankment or fill about twenty rods west of the east line of plaintiff's premises hereinbefore mentioned, there is a proper, reasonable and convenient place to put in an under-crossing of sufficient width and height for stock to pass through; that such under-crossing should be not less than four feet in width and six feet high; that the cost or expense of putting in an under-crossing of that size, built in a good and substantial manner of iron and stone and covered with the latter material so as to make the same as permanent as practicable, is about the sum of five hundred and seventy-five dollars and if built of wood about two hundred and fifty dollars, as appears from the evidence submitted on the part of the defendant; that the plaintiff has heretofore requested the defendant to put in a suitable under-crossing at the place hereinbefore specified, which the defendant has refused to do.

Under such state of facts the question arises as to what are the rights of the parties and the duty of the Commissioners in the premises.

In an act granting to railroad companies the right of way, passed by the Fourth General Assembly of this State and taking effect February 9, 1853. there is a provision which reads as follows:

"When any person owns land on both sides of any railroad, the corporation owning such railroad shall, when required so to do, make and keep in good repair one causeway or other adequate means of crossing the same."

This seems to have remained upon the statute books in that form until the adoption of the Code of 1873, when the language was changed by inserting the words "one cattle-guard," and also by giving the owner the right to designate the place for the crossing, if reasonable, so that the provision was made to read as follows:

"Section 1268. When any person owns land on both sides of any railway, the corporation owning the same shall, when requested to do so, make and keep in good repair *one cattle-guard* and one causeway, or other adequate means of crossing the same at such reasonable place as may be designated by the owner."

This provision of the Code was in force when the defendant in this proceeding obtained its right of way and built its railroad across plaintiff's premises, and is still the law of the State.

It is claimed on the part of the railway company that it has fully complied with that provision of the law by furnishing the plaintiff with his present grade crossing. That it is the ownership of land on both sides of the railroad that determines the right to the crossing and the nature of it, and not the business or occupation of the owner, or the purpose for which he desires the same. That what is considered adequate for one must be so for all land owners, or at least, that as grade crossings are the rule in this State, the circumstances surrounding plaintiff do not entitle him under the law to any other.

In support of this claim the case of *Omaha & B. V. R. Co. vs. Severin*, in the supreme court of Nebraska, reported in 46 N. W. Reporter, page 842, is cited and relied upon. It appears from the opinion in that case that the statute of Nebraska in relation to such farm crossings is identical with that of our State prior to the adoption of the Code of 1873; that is, nothing is said about any cattle-guard in the Nebraska statute. In the opinion of the majority of the Nebraska court the following language is used:

"Neither cattle nor animals are mentioned in the statute and as we have seen, neither the ownership nor possession of cattle adds to the right of an owner of lands to adequate means of crossing; the conclusion is, therefore, not only logical but irresistible that a means of crossing that is adequate for one owner of land on both sides of a railroad is, in contemplation of the statute, adequate for all such owners. If not then such adequacy depends upon the character of the railroad track and right of way between the lands of such owners, whether level, cut or fill, not upon the use of the land on either side of the railroad, nor upon the possession of cattle by such owner."

The Nebraska court hold that the provisions of the statute in regard to crossings and those in relation to the fencing of the railroad right of way must be construed together as relating to the same matter, and the Nebraska statute in relation to fencing differs somewhat from the Iowa statute; upon that question and in referring to the Iowa Code and decisions of the Iowa supreme court, the Nebraska court say:

"The cases cited as well as others of the supreme court of Iowa decided under the above law hold that it is the duty of railroad companies under the circumstances contemplated by the language of the section to put in cattle guards when requested by the owner of land on both sides of the railroad. I do not doubt the correctness of such holdings, but the statute under which they were made is so radically different from our own that they cannot be followed here."

And the majority of the Nebraska court hold that under the statute of that State, no open crossing can be required of the railroad company by any land owner as such, under any circumstances.

Maxwell, J., however dissents, and claims that the question of what is an adequate crossing is one of fact, considering all the circumstances of each case and he uses the following language in his dissenting opinion:

"From the necessity of the case the property of private individuals must sustain injury by the running of such roads. This, however, is borne by the land owner because of the public necessity for railways. In many cases it is unavoidable in constructing the roads to cut off access from the highway to the residence of the land owner. The law, therefore, has provided a safeguard in the land owner's favor, and reduces his inconvenience and damage to his property to the minimum by requiring the company to furnish adequate means of crossing the railway and access to the public road; and where gates or bars would not furnish the adequate convenience, then the company must leave an open way, so that the owner of the land may pass and repass without the delay and danger incident to taking down and putting up bars, or opening and shutting gates. * * * His rights should be considered as well as those of the railway company. No person would desire to purchase a farm on which to reside where it was necessary to open and shut two gates and cross a railroad track in order to reach the dwelling house, and such a farm would be practically unsalable at the price of lands adjoining not intersected by a railway. Compared to the loss of the land owner, the expense of the company in maintaining an open way for his convenience is but a trifle and it is but reasonable to suppose that such crossing was within the contemplation of the parties when the right of way was acquired."

Chapter 30 of the Acts of the Twenty-second General Assembly of Iowa, requiring railroad companies to fence their tracks, has the following provision in section 3, or the last section of said act:

"Nothing herein contained shall relieve said railroad corporations from pecuniary liability arising from the killing or maiming of live stock on said track or right of way by said corporation that may occur through the negligence of said corporation or its employes, and provided, further, that nothing in this act shall be construed so as to interfere with the right to open or private crossings as now maintained, or with the right of persons to such crossings."

Which would seem to be a recognition by the law-making power of the right in some cases at least to an open farm crossing.

In the case of *Gray vs. The Burlington & Missouri River Railroad Company*, 37 Iowa, 120, our own supreme court, in passing upon the clause of our statute as it was when first adopted, use the following language:

"These crossings are to be of the kind recognized in section 1329 (Revision), that is, they are to be *causeways*, which the statute regards as adequate crossings, or other adequate crossings. A causeway * * * as applied to a railroad must mean a way raised above the road, a way so raised and properly constructed the law recognizes as adequate. But the law nowhere defines what constitutes the other adequate crossings which the statute authorizes, nor has it been determined, so far as we can discover, by judicial construction * * * Then, as an adequate crossing is to be constructed, and such crossing is not defined as matter of law, it must be determined as a question of fact, and as railroads cut through farms in every conceivable manner, the adequacy of the crossing must largely depend upon the circumstances of the case."

In speaking of the facts in that case, the court further say:

"The railroad has thus, as the evidence shows, interposed itself between plaintiff and the highway, leaving him egress only through two ill-constructed and heavy gates. * * * We have no hesitancy in holding that the means of crossing provided in this case are not, under the circumstances, adequate."

The case just quoted from was approved in *Boggs vs. C., B. & Q. R. R. Co.*, 54 Iowa 435, in which latter case substantially the same defense was set up as in the

one now under consideration. In that case, after citing the statute then in force, namely Code, section 1268, the court say.

"The defendant is a corporation upon which is conferred certain powers and privileges. Because of the station of the corporation as the possessor of power and privileges, certain duties are by law imposed. One of these duties is that the defendant shall, when any person owns land on both sides of its track, upon request, make one cattle-guard and one causeway, or other adequate means of crossing the same at such reasonable place as the owner may designate."

And the court decided in that case that the plaintiff was entitled to an open crossing.

The case of *Curtis vs. The C., M. & St. P. Ry. Co.*, 62 Iowa, 418, was one where the plaintiff claims an open crossing so as to be saved the inconvenience of opening and shutting gates when driving his cattle from one part of the pasture to the other. In that case the supreme court say:

"We come then to the question as to whether the crossing at the place where made, not being an open one, was adequate. We do not feel called upon to determine whether, under any circumstances, a farmer whose pasture is crossed by a railroad track, is entitled to an open crossing for the mere accommodation of his stock. The defendant contends strenuously that he is not. There would certainly be a grave objection to a crossing in a pasture that would allow cattle to enter upon the track and stop there. It would unquestionably be a source of danger. But without going to the extent which the defendant contends that we should, we have to say that we do not think that it follows as a matter of course that a farmer is entitled to such a crossing for cattle regardless of all other means of crossing. The burden was upon the plaintiff to show at least that he had no other adequate means."

The court then say that all the evidence is not before them, and that there is no finding as to what other means plaintiff had, and then say:

"We might rest the case here, but we think best to say that the evidence set out shows that there was a good enough crossing near by under a railroad bridge, except that in wet seasons it sometimes became impassable. * * * There was a highway boundary of the pasture. He has not allowed us to say that we are in possession of all the facts, and yet with the burden of proof upon himself, he asks us to hold that the crossing complained of is inadequate. He asks it for the reason that it is an not open one. We do not think we would be justified in so holding."

In the case of *The State vs. Mason City & Ft. D. R. R. Co.*, decided May 23, 1892, and reported in 52 N. W. Rep., 492, the court, after referring to the petition admitted by the demurrer in that case, say as to the facts:

"It appears from these statements that the land of Mr. Outler is by the railroad track cut diagonally, and in nearly equal parts; that it is an enclosure used as a pasture, in which is kept a large amount of stock; that it is necessary to drive said stock over and across the said defendant's road as often as twice a day, and that the defendant refused and still refuses to build or furnish an adequate crossing for him so that he can safely transfer his said stock from one side of the defendant's said railroad track to the other in said pasture."

In that case the Commissioners made an order for an under-crossing, and it was contended by the defendant in the supreme court that the Commissioners had no jurisdiction in the matter and no authority to make any such order because the same affects only a private and not a public right.

The supreme court, after citing Sec. 1268 of the Code, relating to crossings, say:

It now becomes a question whether or not the "adequate means of crossing" railway tracks, within the meaning of the section, pertains to private or individual rights to the exclusion of a public right or obligation in regard to them. In judicial proceedings there has been considerable comment in regard to the public character of such corporations and their amenability to legislative control because of that character. The construction of railway lines of necessity requires that the estates of others shall in a sense become subservient

to them. The public demand for them, because of their public utility, has induced legislation by which land owners must for a compensation, if not agreed upon to be settled under the form of law, yield a right of way over their lands for railway lines. This exercise of eminent domain in their favor, is because of their "public character, relations and uses." Such rights are not granted in aid of mere private purposes. These facts are highly important in determining to what extent rights and obligations growing out of the exercise of corporate functions, as a result of such legislation, are public or private. In so far as the law gives to the corporation rights and privileges, as against the land owner, for the construction and maintenance of railway lines the rights and privileges are of a public nature and enforceable against the land owner, because of that nature. The legislative authority thus exercised in favor of the corporation can only be justified by the same authority granting adequate protection to the land owner, by prescribing the manner of the exercise of such functions by the corporation, and in a way on the one hand to preserve to the public and the corporation the full benefits designed by the franchise, and on the other to preserve to the land owner, to the fullest extent consistent with the franchise, the enjoyment of his property rights. The section of the statute quoted is a part of the law under which the defendant company accepted the franchise and constructed its railway, and by the admitted facts of the case it has failed to provide an adequate crossing on the land of Mr. Outler. Its obligation to provide such a crossing arises out of its acceptance of corporate rights under the general laws of the State. The relation of the land owner to the corporation is involuntary, the result of a public necessity. His rights, as against the corporation, to an adequate crossing are not in the usual sense contractual. The obligation of the corporation to make such crossings is primarily, to the public, resulting from the acceptance of its franchise. It may inure, under legal rules, to the benefit of the land owner, but not in such a sense that the public is divested of a right or interest therein. If such right or interest is no more than to enforce a compliance with the terms and conditions of the grant to the corporation, and that in respect to individual rights arising out of the transactions of the public with the corporation it is still a right that the law, equitably administered, will recognize. If the public, in furtherance of its general interests, says to A, a land owner, you must yield a right of way over your land to a corporation for railway purposes, but a condition of this requirement is, that adequate means of crossing such railway shall be preserved to you, is it not in harmony with equity and good government that the public, while compelling A to observe the terms of the grant in favor of the corporation, should preserve and exercise a right to compel the corporation to observe the particular conditions of its acceptance from the public, whereby the individual rights of A pertaining expressly to the grant, may be preserved? Let us view the situation in the light of the facts in this case. The defendant company has accepted its franchise and constructed its road across the land of Mr. Outler. The use of the land as a pasture requires that a large amount of stock shall cross this road twice a day. Mr. Outler is entitled to an adequate crossing which the company, by its demurrer, admits that it has not given him. We are of the opinion that the public has such a right or interest arising out of the grant of the franchise, that it may, if indeed it should not compel the corporation to observe its undertaking.

The contention, in behalf of the public interest in the crossing, is somewhat aided by the fact that the crossing for the passage of stock over the track affects the public safety in the operation of trains. In many instances the added security of an under-grade over a grade crossing might be the controlling consideration in ordering a change.

And further along in the case the court say:

"Our conclusions then are that the Railroad Commissioners in cases where a person owns land on both sides of a railroad, have authority to make inquiry and orders as to an adequate means of crossing the same and that a violation of the law by the corporation in respect thereto involves a public right."

But the court in that case say in the concluding part of the opinion:

"The justness or reasonableness of the order making a change from a grade to an under-grade crossing is not presented to us by the record."

And consequently while the order of the Commissioners is sustained by the court in that case, it can not be claimed to be conclusive in such a one as now under consideration, which is contested in such a way as to develop the merits on both sides of the controversy.

Since that case was decided quite a number of cases have been brought before

the Commissioners involving similar questions. They have heretofore in their reports made to the Governor of the State called the attention of the law making power to the uncertainty as to the rights of parties interested in such crossings and have urged that the same be more clearly defined, but no measure has as yet been adopted to that end. The questions involved are important, not only to the owners of land divided by railroads, but to the railroad companies and the people of the State generally.

The Commissioners might not as readily have reached the conclusion they have in this case, if there was no question as to the effectiveness of an appeal in this proceeding by either side of the controversy to the courts from an adverse decision by the Commissioners.

In the case of *The State vs. Des Moines & Ft. Dodge R. Co.*, decided January 30, 1892, in speaking of the enforcement by the courts of orders made by the Commissioners, the supreme court of the State uses the following language:

"The statute clearly contemplates that only such orders as are reasonable and just shall be enforced. It does not contemplate that in all cases the reasonableness and justness of such orders should be found by judicial determination of the courts, but only such as are violated, and then at the instance of the Commissioners. Thus, if the Commissioners refused to make an order, or when an order is made by them and observed by the company, its reasonableness or justness can not be made a matter of investigation by the courts. It thus quite conclusively appears that in so far as the public are concerned, the judgment of the Commissioners is conclusive as to orders and regulations."

It seems to the Commissioners from the evidence in this case that the complainant, Mr. Warnock, during a considerable portion of the year suffers as much, if not greater inconvenience and damage, by reason of having to open the gates at the crossing he now has and in being compelled to drive his milk cows and other stock back and forth over said crossing to water and shelter, than would many persons residing upon a farm in which a railroad had to be crossed to reach the dwelling house, and that the circumstances of this case bring it within the principles laid down by the supreme court in the cases of *Gray vs. B. & M. R. Co.* and *Boggs vs. C., B. & Q. R. Co.*, and the Cutler case hereinbefore referred to, and the Commissioners find as a matter of fact that the said complainant has not an adequate means of crossing defendant's railroad, as claimed by him in his petition herein. That his means of crossing said railroad would be adequate if, in addition to his present grade crossing a passage for stock four feet wide by six feet high was made under said railroad at the embankment or fill hereinbefore mentioned, east of said grade crossing.

In the judgment of the Commissioners, therefore, the respondent, the Burlington, Cedar Rapids & Northern Railway Company, in refusing to put in, or construct for the complainant, said under crossing or passage way for stock, as requested by him, have failed to comply with the law in relation to such crossings, and it is hereby ordered by the said Board of Railroad Commissioners that within sixty days after being served with a copy of this order that the said defendant, the Burlington, Cedar Rapids & Northern Railway Company, construct, put in, and thereafter maintain for the complainant, the said under grade crossing or passage way for stock at the place and of the size or dimensions hereinbefore specified.

Des Moines, Iowa. October 11, 1893.

J. S. WILSON AND OTHERS, HILLS SIDING,
IOWA,

vs.

THE BURLINGTON, CEDAR RAPIDS &
NORTHERN RAILWAY COMPANY.

Station and station facilities.

Complaint filed December 29, 1891.

DECISION OF COMMISSIONERS.

Under date of December 26, 1891, J. S. Wilson of Pleasant Valley township, Johnson county, filed a complaint against the Burlington, Cedar Rapids & Northern Railway Company, alleging a failure on the part of said company to furnish cars to transport grain and wood from Hills Siding, and unjust discrimination by said company against persons living near said siding, and against that locality, and asking that he might be allowed to put in scales and build cribs on the company's ground at that place, so that he might engage in the grain business there.

Upon a copy of said complaint being forwarded to Mr. Ives, the president and general manager of said railway company, he filed an answer stating in substance that there was not business enough at that place to justify the company in purchasing ground, building depot, and providing and paying for an agent there and alleging that the facilities there furnished were all the situation would justify. After considerable correspondence had passed between the Commissioners and the respective parties and a failure to reach an adjustment in that way, May 10, 1892, was fixed upon for a hearing of the matter at the place in question, and at that time and place the Commissioners, with Mr. Ives, president, and Mr. Williams, superintendent, of the company, met quite a large number of the citizens of that locality, heard their statements and examined the surroundings and situation there so far as material to the matter in hand.

They found that the railroad company did not own any ground there in addition to their right of way, that could be used as station grounds and that the people in the vicinity interested in having a station there would procure the additional ground necessary and donate the same to the railroad company, if it would accept the same and furnish the proper and usual facilities for doing business there.

June, 8, 1892, the Commissioners rendered their decision setting forth that in their judgment the distance between Iowa City and Riverside justified a station at Hills Siding, which was about midway between those places; that while the amount of produce shipped there might not be large and might not materially increase the tonnage of the road, it would be of great advantage in the marketing of crops and stock to the people of that vicinity, and would afford facilities to which they were reasonably entitled; that under the circumstances the expense of obtaining proper ground for the purpose should be borne by the persons interested in the station, and that when such ground was deeded to the company it should put in necessary sidings and station house and maintain an agent there for the transaction of business, and requiring the company to establish such a station within ninety (90) days from the time such necessary grounds should be deeded to the company.

July 17, 1892, the complainant, Mr. Wilson, informed the Board that the company required a strip of ground 200 feet wide and 2,000 feet long, and stating that the land in question was in litigation and probably could not be procured except by proper legal proceedings for that purpose. He was informed that probably

condemnation proceedings could be instituted under the authority of the railroad company, and Mr. Ives was sent a copy of Mr. Wilson's communication and a request was made that Mr. Wilson, on application, be provided with the proper authority from the company to exercise the right of condemnation for additional depot grounds, and under date of August 5, 1892, Mr. Ives replied, saying "that on application being made, the necessary authority will be executed."

February 17, 1893, Mr. Wilson appears to have made application to Mr. Ives for such authority, and under date of March 3, 1893, Mr. Tracy, the general solicitor of said company, wrote Mr. Wilson setting forth the reasons why, in his judgment, the authority requested should not be granted, and the same was refused.

March 29, 1893, the complainant filed with the Board a supplemental petition in said case, which is as follows to-wit:

TITLE OF CAUSE.

"Comes now J. S. Wilson, plaintiff in the above entitled case, and leave being granted therefor, files this his supplemental petition, and for cause thereof states:

"That the city of Iowa City, in Johnson county, and the town of Riverside, in Washington county, in the State of Iowa, are situated a distance of about fourteen (14) miles from each other, and are connected by the line of the Burlington, Cedar Rapids & Northern Railway, running in a southerly direction from the city of Cedar Rapids, in said State, and the station of Hill's Siding is located on the line of said railway in said Johnson county, Iowa, about half way between Iowa City and Riverside, and at said Hill's Siding there is a store and post-office.

"That said station of Hill's Siding is surrounded by a populous country, and that about the year 1890 the county of Johnson, through its board of supervisors, built a free bridge over the Iowa river, and said bridge being one-half mile due east through Hill's Siding, and one of the main objects in putting in said bridge, and one of the principal reasons urged was that it would accommodate a large number of people east of the river, and enable them to reach said station, and said bridge makes a large scope of country east of said river tributary and accessible to said station.

"That if reasonable facilities were furnished at said station for freight and passenger traffic, then, in ordinary years, there would be a large amount of stock and produce shipped over said road from said station, and considerable passenger traffic also.

"That said defendant, as such common carrier, operating said railway, has never furnished, and does not now furnish, any reasonable facilities at said station of Hill's Siding, for either freight or passenger traffic. It has no depot building at said station, no ticket agent, and no freight house, and nothing in the way of depot accommodations and facilities except a side track and a small platform alongside its track, and furnishes no shelter of any kind for waiting passengers or other persons having business with said company at said station. There are no stock chutes or stock yards at said station, and no accommodations of any kind for building or loading live stock. There are no buildings, facilities, or accommodations of any kind for handling or storing grain or other produce or freight, and no scales or cribs, and no room on the defendant company's ground at said station of Hill's Siding for stock chutes or stock yards, nor for buildings of any kind to furnish reasonable facilities and accommodations for handling and storing grain or other produce and freight, and no room to put in scales or cribs—said company having at said station no ground except the usual right of way one hundred (100) feet in width.

"Complainant further states that shortly prior to December 29, 1891, this complainant, intending to erect scales and cribs and other facilities for weighing, handling and loading the live stock, produce and freight at said station of Hill's Siding, applied to said company, through its president, for permission so to do, and said president and said company then refused to grant such permission, and gave as a reason for such refusal that the company had no ground for such purpose, and did not propose to buy any.

"That on or about the 29th day of December, 1891, this complainant filed his petition with this Board in the above entitled case, setting out the matters and things above complained of, and to which petition reference is hereby made; that a copy of said complaint was served on said defendant and it appeared and answered thereto; and on or about June 4, 1892, the members of this Board visited the said station of Hill's Siding and met the president of defendant there, as well as a large number of people living in the vicinity of said station and interested therein, and after hearing the evidence in said case, and on the 8th day of June

1892, this Board made and entered of record its findings, decision, rulings and orders in said case in words and figures as shown by Exhibit "A" hereto attached and made part hereof; that by said decision, ruling and order this Board found among other things that plaintiff had asked permission of said company to put in scales and cribs on its grounds at said station of Hill's Siding, and had been refused, and that said company and its officers had based such refusal on the alleged ground that it had no land for such purpose, and did not propose to buy any; and this Board then found and ordered that the expense of obtaining proper ground for additional depot grounds at said station, to be used for such purpose and for the general purpose of depot grounds, should be borne by the parties interested in said station, and that when such additional depot grounds should be obtained the said company should put in necessary sidings and a station house, and maintain an agent at said station for the transaction of business; and by said order the said company was required to obey the same, and establish such station within ninety (90) days after such additional depot grounds should be acquired.

That the defendant company has never made any attempt to comply with the said order of this Board, but on the contrary the sale of tickets at said station of Hill's Siding has now been discontinued and no ticket agent is kept there.

That this complainant and other parties interested in said station were willing and ready to comply on their part with said order of this Board, and so informed said defendant, but on account of the large number of persons holding undivided interests in the land adjoining Hill's Siding (and of the fact that some of them were minors) it was impracticable to acquire such additional depot grounds by purchase or by any other method, except by condemnation as provided by statute.

Such fact was communicated by this complainant to this Board, and such Board, through its Secretary, on the 28th day of July, 1892, wrote the said president of said company as follows, to-wit:

"DEAR SIR: Enclosed please find copy of letter from J. S. Wilson, of Hill's Siding, together with letters from this office in reply thereto. Will you please see that Mr. Wilson, on application, is provided with authority from the company to exercise the right of condemnation for additional depot grounds. Very respectfully yours,

"W. W. AINSWORTH,
"Secretary."

And on August 5th, 1892, the president of said company replied as follows, to-wit:

"W. W. AINSWORTH, *Secretary Board of Railroad Commissioners, Des Moines, Iowa.*

"DEAR SIR: Have yours of July 28th, requesting that on application of J. S. Wilson authority be given and executed to him for the right of condemnation for depot grounds, and on application being made the necessary authority will be executed.

"Yours truly,

C. J. IVES,
"President."

That this complainant believing that said president and said company intended to, and would, in good faith, execute the said authority did, on the 17th day of February, 1893, make application in writing to said company through its said president therefor, and said company and said president then absolutely refused to grant said application, or to execute said authority, although this complainant in said application offered to pay for such additional depot grounds, and also the expense of condemning the same, and offered to give a bond of indemnity to indemnify the said company against any loss or expense incurred in condemning or paying for such additional depot grounds, and such lands when condemned to be turned over to the company for the purpose of, and to be used, as depot grounds at said station of Hill's Siding.

That on July 27, 1892 this Board had indicated that a strip of land two thousand (2,000) feet long and three hundred (300) feet wide would be a reasonable amount to acquire for such additional depot grounds, and in such application for authority to condemn such lands this complainant asked the said defendant and its said president to indicate and survey the precise land needed for such additional depot grounds, in order that an exact description thereof might be included in the application to this Board in the condemnation proceedings as provided by statute.

That without the granting of such authority this complainant and the other parties interested in said station of Hill's Siding are powerless to condemn such additional grounds under the statute; that the said company and its said president are refusing such authority and refusing to execute the same and refusing to permit such additional depot grounds to be condemned under the statute for the purpose of preventing the proposed acquisition of such additional depot grounds, and in order to thus escape obedience to the said order of this

Board. That complainant is a farmer and land owner, residing four and one-half miles east of said station of Hill's Siding and is a shipper therefrom, and the same is his nearest shipping and passenger point, and complainant is interested in said station and the matter complained of.

That this complainant believes that it will be necessary under the circumstances, and in view of the facts above stated, for this Board to make, in this case, an imperative, additional or supplemental order broad enough to compel said company to acquire such additional depot grounds at Hill's Siding, and to furnish the people interested in said station the facilities and accommodations to which they are reasonably entitled.

Wherefore this complainant asks that the said defendant be required to answer this supplemental petition, and that this Board take such further evidence in said case as may be thought proper, and that on a final hearing an order be made requiring the defendant and its proper officers to take such steps and institute such proceedings as may be necessary to acquire such additional depot grounds at said station of Hill's Siding, and that such additional depot grounds be required to be of such length and breadth, and so located, as may be found to be reasonable or proper by this Board, and that defendant be ordered and required to acquire and furnish such additional depot grounds for use for depot purposes at said station, within such reasonable time as the Board may fix, and complainant asks that it be further ordered that, when such additional depot grounds shall be procured, the defendant permit complainant to put in scales and erect thereon an office, cribs and a warehouse.

Complainant further asks that defendant be required and ordered to erect and maintain a depot building at said station of sufficient capacity to accommodate, comfortably and conveniently, the passenger traffic of said road at said station, and also of such capacity as may be reasonably required for the handling of freight and baggage.

That the defendant be required and ordered to keep a station agent at said station to attend to the selling of tickets and handling of baggage, and the handling and billing of freight.

That defendant be required and ordered to make said Hill's Siding a billing station; that defendant be also ordered and required to put in stock pens and stock chutes at said station, and that this Board make such other orders and rulings as may be proper or necessary to compel the defendant to furnish the people in the vicinity of such station of Hill Siding reasonable station facilities for both freight and passenger traffic, and such orders as may seem to this Board reasonable and just.

(Signed)

JOE A. EDWARDS,
Attorney for Complainant."

(Verification.)

Tuesday, May 9, 1893, was fixed upon for another hearing of said cause at Hill's Siding, by the Board and all parties notified, at which time and place all of the Commissioners were present, and the complainant appeared in person and, by Joe A. Edwards, his attorney, and the defendant, by A. E. Swisher, its attorney, and S. K. Tracy, its general solicitor, and the premises in question, were again examined by the Board, and the evidence of several witnesses offered by the complainant, and all the testimony offered by either party at that time was heard by the Board, and later, June 27, 1893, at their office in Des Moines, was fixed upon as the time and place for the argument of said cause before the Board.

June 26, 1893, an amendment to said supplemental petition was filed as follows:

(Title of Cause.)

"Come now John A. Goetz, L. A. Clearman, John Downs, Martin Blerer, Peter Frantz, Francis W. Lloyd and John Deutsch, and leave being granted, herein file their amendment to said supplemental petition, and are made parties plaintiff to the above entitled action with J. S. Wilson, the original complainant, and the above named parties so made plaintiffs now join in and adopt all the allegations in said supplemental petition as a part of this amendment and say; that they are property owners in the territory adjacent to, and tributary to, said station of Hill's Siding, and are interested in said station and in the event of this action, and ask that relief be granted as prayed in said supplemental petition, and that the Board grant such relief as may be proper in the premises.

(Signed)

JOE A. EDWARDS,
Attorney for Complainants."

And on the same date there was filed another amendment to said petition as follows:

(Title of Cause).

"Comes now the complainants in the above entitled case, and for second amendment to supplemental petition therein say:

That as shown by the testimony already taken herein, and on account of the title to the land where the station of Hills Siding is located, and adjacent thereto, being in litigation, the additional depot grounds asked for in said supplemental petition cannot be purchased, but must be acquired by condemnation under the statute, and complainants ask the Board to so find.

Complainants further state that the defendant, the Burlington, Cedar Rapids & Northern Railway Company refuses to apply to this Board for permission to so condemn such additional depot grounds, and for a certificate as in such cases provided, and refuses to take any steps to secure such condemnation.

Wherefore complainants ask for relief as prayed in said supplemental petition, and ask that this Board make an order requiring the defendant to so apply to said Board, and to take such other steps and do such other acts as may be necessary to secure the condemnation of such additional depot grounds and the appropriation thereof for the uses as set out in said supplemental petition, and complainants ask that this Board make such other order as shall be proper in the premises.

(Signed)

JOE A. EDWARDS,
Attorney for Complainants.

Same date the defendant filed its answer to said supplemental petition as follows:

"The defendant for answer to the supplemental petition denies the reasonableness of the request; denies the authority of the Commission to make the order prayed for and further says that the defendant has no right under the law to condemn or compel the sale of real estate for the alleged purpose as claimed in the petition."

June 27, 1893, the complainants filed a third amendment to said supplemental petition, which amendment is as follows:

(Title of Cause).

"Complainants for such amendment, say:

That, by properly adjusting its main and side tracks on its depot grounds at said station of Hill Siding, and thus utilizing all of its right of way at said point, the defendant, the Burlington, Cedar Rapids & Northern Railway Company, could furnish the complainant, J. S. Wilson, room on its right of way at said station to put in scales and to erect thereon an office and cribs and a warehouse, and could furnish and erect thereon all the other facilities asked for by complainants, and if such permission is given and such room furnished, the said J. S. Wilson will put in such scales and erect such office, cribs and warehouse, and will engage in the buying of grain and other farm produce at said station and the shipping of the same over the line of the defendant's railroad therefrom;

Wherefore, in addition to the relief already asked complainants ask that this Board make a finding whether or not it is necessary for said defendant to acquire such additional depot grounds in order to furnish the facilities asked for by complainants, and the room asked for by said Wilson, and if it is found that defendant can furnish and erect on the right of way, which it already has at said station, the facilities asked for by complainants, and can further thereon the room for the erection of the scales, office, cribs and warehouse aforesaid, then that an order be made requiring defendant to furnish such facilities on said right of way at said station and to furnish room for and permit said Wilson to erect thereon such scales, office, cribs and warehouse, and complainants ask that this Board make such other order as shall be proper in the premises.

(Signed)

JOE A. EDWARDS,
Attorney for Complainants."

And on the same date also filed a paper, as follows:

"Comes now J. S. Wilson, John A. Goetz, L. A. Clearman, John Downs, Martin Birer, Peter Frantz, Francis W. Lloyd and John Deatsch, complainants in the above entitled case, and hereby offer to pay, or raise the money to pay, for such reasonable additional depot grounds

as the defendant may by order of this Board be ordered to acquire, as asked in complainants' supplemental petition herein."

On said 27th day of June, 1898, the attorney for complainants appeared before the Board at its office in Des Moines, and was heard upon the part of complainants; and on July 24, 1898, the general solicitor of the defendant submitted a written brief and argument in said cause on the part of the defendant.

The former ruling or decision of the Commissioners was made after a full conference between them and the parties interested, and it was supposed at the time the same would be reasonably satisfactory, and result in an adjustment of the controversy. It has not, however, and they have given the case as presented upon the last hearing careful consideration, for it involves some questions rather difficult of solution under the law applicable to the same, as understood by the Commissioners, and all the circumstances of the case.

They find from the evidence that the defendant's railroad track, after crossing the Iowa river at Iowa City, in Johnson county, in this State, runs directly south to the point where it meets the railroad of the defendant running west from Muscatine, which continues on practically west to Thornburg, a distance of forty-three miles. From Iowa City to said junction of the two lines of railroad is about twelve miles; from the junction it is two miles east to what is known as River Junction and two miles west to Riverside. Kalona is about seven miles west of Riverside and Lone Tree nearly four miles east of River Junction. Hill Siding is seven miles south of Iowa City and five miles north of said junction of the two roads, and consequently seven miles from both Riverside and River Junction, which said three stations are nearer than any other railroad stations to Hill Siding. That the ground or location at said siding is practically level and in every way suitable for a station, and is as far away from other railroad stations as is usual or common in this State; that said place called Hill Siding is surrounded by an excellent farming and stock raising country, and well settled; that there is a small store, and a small building to store grain in, and a postoffice there; that about the year 1890 the county of Johnson, through its board of supervisors, caused to be built a free bridge over the Iowa river about one-half mile east of said siding, one of the reasons urged for which was that it would accommodate people east of said river and enable them to reach said station, and the building of said bridge has made quite a large portion of country east of said river accessible to said station or siding; that the defendant has heretofore stopped its passenger trains to take on and let off passengers at said siding, and there has been heretofore quite a number of carloads of grain and farm produce, and wood and pickets shipped from there on the defendant's railroad; that the only facilities furnished by the defendant at said siding for business are a platform alongside its track and a side or spur track about 1,000 feet in length, and the company have no depot or buildings of any kind there, or any shelter for passengers, or any facilities for loading or unloading live stock; that if reasonable facilities were furnished at said place for freight and passenger traffic, there would be quite an amount of live stock, grain and farm products shipped from there, and also considerable passenger traffic; that as the business there, however, would be mostly drawn from other stations as now located on defendant's road, it is questionable whether it would materially add to the tonnage or business of said road, except in the way that the building up of a small town or village there, and the advantages furnished thereby to the surrounding country, ordinarily would tend to do; that the establishment of a station at that point is earnestly desired by quite a large

number of people living in that vicinity, and the same would be a great convenience and advantage to them in the marketing of their crops and live stock, and would furnish facilities to which they are reasonably entitled; that the complainant, J. S. Wilson, at the time alleged in his complaint, applied to the defendant company for permission to erect scales, cribs, and other facilities for dealing in grain and handling live stock at said siding, and was refused by defendant, and that all the other proceedings set forth in said complainant's supplemental petition herein were had substantially as therein alleged; that the allegations contained in the first and second amendments filed by the complainants June 26th, 1893, to said supplemental petition, are true substantially as therein set forth; that the complainants have heretofore offered and are able and willing to pay for any reasonable additional amount of ground that might be needed for depot or station grounds at the place in question, and the expense of procuring the same on the part of said company, and are willing to indemnify said company against the cost of said ground and any such expense; that the defendant does not own, or have any right, or title to any land at said siding or place in question, except what is included in its right of way, which is one hundred feet in width; that to furnish the usual facilities for doing business at such a station as the one in question and such as are ordinarily furnished by railroad companies in this State at such or similar places would require additional depot or station ground there, to what is included in the right of way of the defendant; that by relocating, or changing its main and side tracks, on its present depot grounds, or right of way there, the defendant company could furnish the complainant, J. S. Wilson, room or ground on its right of way, to put in scales and erect an office, cribs, and a warehouse, and that the defendant could erect and furnish thereon all of the other facilities asked for by complainants, including a depot building for freight and passenger traffic, and stock yards that would answer and be sufficient for the present needs of the public in that locality; that there is nothing in the lay of the ground, nor any natural obstacle to prevent any such relocation or change at the place in question of the side or main tracks of the defendant.

Under such a state of facts the question arises as to what are the rights of the complainants and the duty of the defendant; and first, as to the demand made that the defendant company, by its proper officers, be required to institute proper legal proceedings to condemn and acquire additional depot grounds at the place in controversy.

Under the general power to construct and operate railways, given by the early English statutes and those of many of the states, the railroad companies had the right to purchase and condemn land, not only for their tracks, but also for station, yards for the storing and keeping of cars, side tracks, warehouses, and other necessary buildings for the receipt and delivery of freight, including live stock and the like.

The first act, however, of this State, granting to such companies the right of way, passed by the Fourth General Assembly, January 18, 1853, limits the right of condemnation to a strip one hundred feet in width, with certain exceptions, as shown by section 1 of said act, which reads as follows:

"That any railroad corporation in this State heretofore organized or that may be hereafter organized under the laws of this State, may take and hold, under the provisions of this act, so much real estate as may be necessary for the location, construction and reasonable use of their road. Such corporation may also take, remove, and use for the construction and repair of said road and its appurtenances, any earth, gravel, stone, timber, or other materials, on or from the land so taken; *provided*, that the land so taken, otherwise than by the

consent of the owners, shall not exceed one hundred feet in width, except for wood and water stations, unless where greater width is necessary for excavation, embankment, or depositing waste earth."

In 1878 the Seventeenth General Assembly amended that section by simply adding after the words "corporation in this State" the words "or chartered by or organized under the laws of the United States or any territory," thus giving to corporations of other states and the United States the same powers as those of this State, and thus the law remained until 1884, when the Twentieth General Assembly enacted the following provision (chapter 170, section 1):

"Any railway corporation owning or operating a completed railway in the State of Iowa shall have power to condemn lands for necessary additional depot grounds in the same manner as is provided by law for condemnation of the right of way: *provided*, that before any proceedings shall be instituted to condemn such additional grounds the railway company shall apply to the Railway Commissioners, who shall give notice to the land owner and examine into the matter, and report by certificate to the clerk of the circuit court in the city (county) in which the land is situated the amount and description of the additional lands necessary for the reasonable transaction of the business, present and prospective, of such railway company. Whereupon said railway company shall have power to condemn the lands so certified by the Commissioners."

Before the passage of this last mentioned act it had been decided by the supreme court of the State, that under the prior statute a railroad company had no right to condemn additional land for depot grounds and that therefore any proceedings for that purpose might be enjoined by the courts. It would seem from the restrictions contained in the laws of this State as to the right to condemn land for depot purposes that the legislature acted upon the theory that within the limit of the one hundred feet that a company would have the right to take, there would be room for the necessary station facilities in most instances where land could not be acquired for such purposes by the consent of the owners.

In the case of *Jager vs. Day*, 86 Iowa, 23, which presented the question of the authority of the Commissioners to grant a certificate for the condemnation of land where there were no depot grounds outside of the right of way, the court say:

"But it is claimed in behalf of appellant that because the statute above cited does not authorize lands to be condemned except for 'additional depot grounds,' and that as there were no depot grounds at the place selected for a station there could be no additional depot grounds. This appears to us to be an erroneous construction of the statute. If we understand counsel, his claim is that before the commissioners have power to act, there must be a station established, and there must be depot grounds, or there can be no additional depot grounds. At all railroad stations the one hundred feet right of way is necessarily a *part of the depot grounds*. The station house, at which the business of the company is transacted, and the platforms, which are necessary in the transaction of the business, are located on the main line on the right of way, and the side tracks connecting with the main line are of necessity connected with the main line on the right of way. The expression 'necessary additional depot grounds' means such land in addition to that already acquired as may be necessary for depot purposes." And the authority of the Commissioners to act in such cases was sustained.

In the opinion of the Commissioners as hereinbefore indicated, while it might be proper and justifiable for the company to seek to condemn additional ground for depot purposes, taking into account the transaction of their business, present and prospective, at the place in question, yet it would not be absolutely necessary to have such additional ground at the present time in order to furnish the facilities now required. Whether, under any circumstances, the Commissioners could require a railroad company to apply to them for the certificate required by the statute as preliminary to the right of condemnation and then to institute the proper legal proceedings for such condemnation, as asked for in this case by the

complainants, is not a question that the Commissioners are in this matter required to pass upon as the facts found to exist would not justify such an order if they had the legal authority to make the same. Such an authority could only be inferred from the well recognized legal principle that when a statute confers upon such a corporation the power or right to do a particular thing, the law sometimes, by implication, makes it a duty to exercise that right or power so conferred.

It is true the company would have no right to condemn any such land for the private benefit of the complainant, Wilson, or any other person, and would have no right to condemn for additional depot grounds any more land than necessary for the reasonable transaction of its business, present and prospective, at any station. The fact, however, that the complainants offered and are willing to pay the cost and expense of procuring such ground for the company does not establish the proposition that it would be for a private or any other than a legal purpose. The power of taxation in this State has been invoked to aid such companies in the building of their roads, and incorporated towns and cities have been authorized by statute

"To procure for the purpose of donating and to donate to any railway company owning a line of railroad in operation or in process of construction in such incorporated town or city sufficient land for depot grounds, engine houses and machine shops for the construction and repair of engines, cars and other machinery necessary to the convenient use and operation of said railroad."

Said offer and willingness on the part of the complainants bear more upon the question of the desire of the people in that locality for a station, the facilities there required, and as to whether, if furnished, the same would be a burden upon or advantageous to the defendant. If the land was so donated to the company it would be owned by it and subject to its management and control the same as their other station grounds, and none of the complainants would have any interest therein except such as might be derived from the company, or under the law governing their rights in such cases. While the Commissioners might, however, be willing, and consider it their duty, to sanction under all the circumstances of this case, the obtaining and donating of additional land to the defendant for depot purposes, as their action has heretofore indicated, yet they do not consider themselves as justified in assuming any authority under the law to attempt to compel the exercise by the company of its right of condemnation of such ground, as asked for by the complainants.

Next as to the request made by the complainant, Wilson, that this Board make an order requiring the defendant to furnish room for and permit him to erect on the right of way or depot grounds included therein, now owned by said defendant company, scales, office, cribs and warehouse, in the event that the Board find there is room there for such facilities. The Commissioners certainly can make no such order unless it is the duty of the defendant, under the law, to allow the complainant to do what he thus asks, and if this duty is imposed it must be under the provisions of some statute of this State, or arise under the principles of the common law, or some usage that has the force of law.

As to the rights of the public and the defendant in relation to station grounds, Hutchinson, in his work on Carriers, uses the following language:

"The station is the private property of the company, subject to the right of the public to enter it for the purpose of travel upon the road, or to send or receive of their goods by it, or to transact other legitimate business there; but the privilege to enter for any other purpose is subject to the control of the company. * * * But the law will not permit undue or unreasonable preferences to be given in the right to be admitted upon such grounds, among

those who conduct themselves in an orderly manner, nor will exclusive privileges be allowed to some in plying their business there which are denied to others. Although such grounds may be private as to ownership, they are not so as to the purpose to which they are appropriated, and while they are used mainly with a view to the convenience of those who travel, or transport their goods by the road, still others against whom no special objections exist, should not be unreasonably or unequally excluded. Such discriminations are excluded by statute in England, and would, no doubt, be held unlawful in this country without statutory restrictions."

As to the duty of the carrier to furnish proper station facilities, the same writer says:

"The duty of the carrier extends also to the providing of proper and reasonable station facilities, such as platforms, warehouses, approaches and the like, and in case of a carrier of live stock, it includes the furnishing of proper yards, gates and other appliances necessary to enable the stock to be received, loaded, unloaded, and delivered to the consignee. For performing this service the carrier cannot impose an extra charge, nor authorize or require some other person or corporation to perform it and insist upon extra compensation."

Justice Dillon, in deciding a case in our own supreme court, uses the following language:

"But I have no hesitation in saying that without any statute enacting it, there is a common law duty on these companies to provide reasonable accommodations at stations for the passengers who are invited and expected to travel on their trains."

The supreme court of the United States, in the case of *Covington Stock Yards Co. vs. Keith*, says:

"A railroad company as a carrier of live stock is obliged to provide necessary means and facilities for receiving live stock offered to it for shipment and for its delivery to the consignee * * * without charge for such facilities, * * * and when a railroad company does not provide suitable facilities for the delivery of live stock contracted to be carried by it, it may be compelled to deliver through facilities furnished by the consignee."

Of course the duty to provide suitable facilities for the receiving and delivery of grain would be as great as in relation to live stock, or any other kind of freight so commonly carried.

Chapter 77, section 10 of the acts of the Seventeenth General Assembly of this State, provides as follows:

"It shall be the duty of any railroad corporation, when within their power to do so, and upon reasonable notice to furnish suitable cars to any and all persons who may apply therefor, for the transportation of any and all kinds of freight, and to receive and transport such freight with all reasonable dispatch, and to provide and keep suitable facilities for the receiving and handling the same at any depot on the line of its road."

The duty of a carrier under the common law as to treating all of its employers as patrons alike or without any discrimination has been stated by Chief Justice Appleton of the supreme court of Maine, in language as follows:

"Common carriers are bound to carry indifferently within the usual range of their business for a reasonable consideration all freight offered and all passengers who apply. For similar equal services they are entitled to the same compensation. * * They cannot legally give undue and unjust preferences nor make unequal and extravagant charges. Having the means of transportation they are liable to an action if they refuse to carry freight or passengers without just ground for such refusal. The very definition of a common carrier excludes the right to grant monopolies or to give special or unequal preferences. It implies indifference as to whom they may serve, and an equal readiness to serve all who may apply and in the order of their application."

By statute in this State it is also provided (chapter 28, section 4, acts Twenty-second General Assembly):

"It shall be unlawful for any common carrier, subject to the provisions of this act, to make or give any preference or advantage to any particular person, company, firm, corporation or locality, or any particular description of traffic, in any respect whatsoever, or to subject any particular person, company, firm, corporation or locality, or any particular description of traffic to any prejudice or disadvantage in any respect whatsoever."

With certain provisions not material in this connection.

Such being the duties of common carriers both under the common law and the statutes of this State, it is necessary, in order that the same be fulfilled or performed, that their station grounds, and the facilities furnished thereon, should be very largely, if not exclusively, under their own control and management.

The duty is primarily upon the defendant to furnish at the place in question all of the facilities there reasonably necessary "to promote the security, convenience and accommodation of the public." If the defendant company sees fit to entrust with the complainant, Wilson, or any other person, the privilege, or duty of furnishing any facilities there for buying, handling or shipping grain or other produce, it would certainly have the right to make the granting of the same subject to all legal and proper conditions and stipulations. The company could not be expected to furnish ground to an unlimited extent, or to a great number of persons. It is true that it has become a common custom with railroad companies in this State to grant such privileges as those asked for by the complainant in this case, upon the station grounds of such companies, where they own or control sufficient ground for such purposes, but it can hardly be claimed that such usage has as yet the force of law. The Commissioners are informed it is now almost universally the case that the ground so occupied for elevators, warehouses, etc., is leased to the occupant, and which lease is made subject to certain important conditions that the lessee is required to assent to before obtaining the privilege, in other words, the granting of the same becomes, or is to a certain extent, at least, a matter of contract or agreement between the parties, and not a right that can be claimed of the carrier by every person who desires to ship grain over its road by reason of any duty imposed upon it by law in its capacity as a common carrier. It is true that this Board has held that where such railroad company has at any of its stations granted such privileges, or facilities to one or more persons, it is its duty, in order to avoid the discrimination prohibited by statute to grant the same to other proper persons applying for the same, to the extent of the means at the command of the company reasonably so to do. To say, however, at a station where the company had never granted such a privilege to any person it should be compelled to adopt that same course, without any statute or any common law principle being cited or known to the Commissioners to justify such a ruling, would present a different question. The duty is upon the defendant, as before stated, to furnish the proper facilities, and no right has been created either by usage, contract, or statute, under which the complainant can demand what he asks for. The Commissioners, no more than the courts, can make law; they only attempt to construe or enforce rights already defined, provided for or established by the law. As the supreme court of the United States has said in what is known as the "Express Cases," where more than one express company sought and demanded the privilege of doing business over the same railroad at the same time:

"The regulation of matters of this kind is legislative in its character, not judicial. To what extent it must come, if it comes at all, from congress, and to what extent it may come from the states are questions we do not now undertake to decide; but that it must come when

it does come from some source of legislative power, we do not doubt. The legislature may impose a duty, and when imposed it will, if necessary, be enforced by the courts; but unless a duty has been created either by usage, or by contract, or by statute, the courts cannot be called upon to give it effect."

All of the authority granted to the Commissioners under the laws of this State, so far as the present case is concerned, is found in section 3, chapter 77, acts of the Seventeenth General Assembly, the material portion of which is as follows:

"Said Commissioners shall have the general supervision of all railroads in the State operated by steam, and shall inquire into any neglect or violation of the laws of this State by any railroad corporation doing business therein, or by the officers, agents or employes thereof and shall also from time to time carefully examine and inspect the condition of each railroad in the State and of its equipment, and the manner of its conduct and management with reference to the public safety and convenience. * * * Whenever in the judgement of the Railroad Commissioners it shall appear that any railroad corporation falls in any respect or particular to comply with the terms of its charter or the laws of the State, or whenever, in their judgment, any repairs are necessary upon its road, or any addition to its rolling-stock, or any addition to, or change in its stations or station houses, or any change in its rates of fare for transporting freight or passengers, or any change in the mode of operating its road and conducting its business is reasonable and expedient in order to promote the security, convenience and accommodation of the public, said Railroad Commissioners shall inform such railroad corporation of the improvements and changes which they adjudge to be proper by a notice thereof in writing," etc.

And in another statute enacted later provision is made for the enforcement by the courts of all such orders affecting public right, as are found to be reasonable and just, and in the refusal of compliance with any such orders the railway company is failing and omitting the performance of a public duty or obligation.

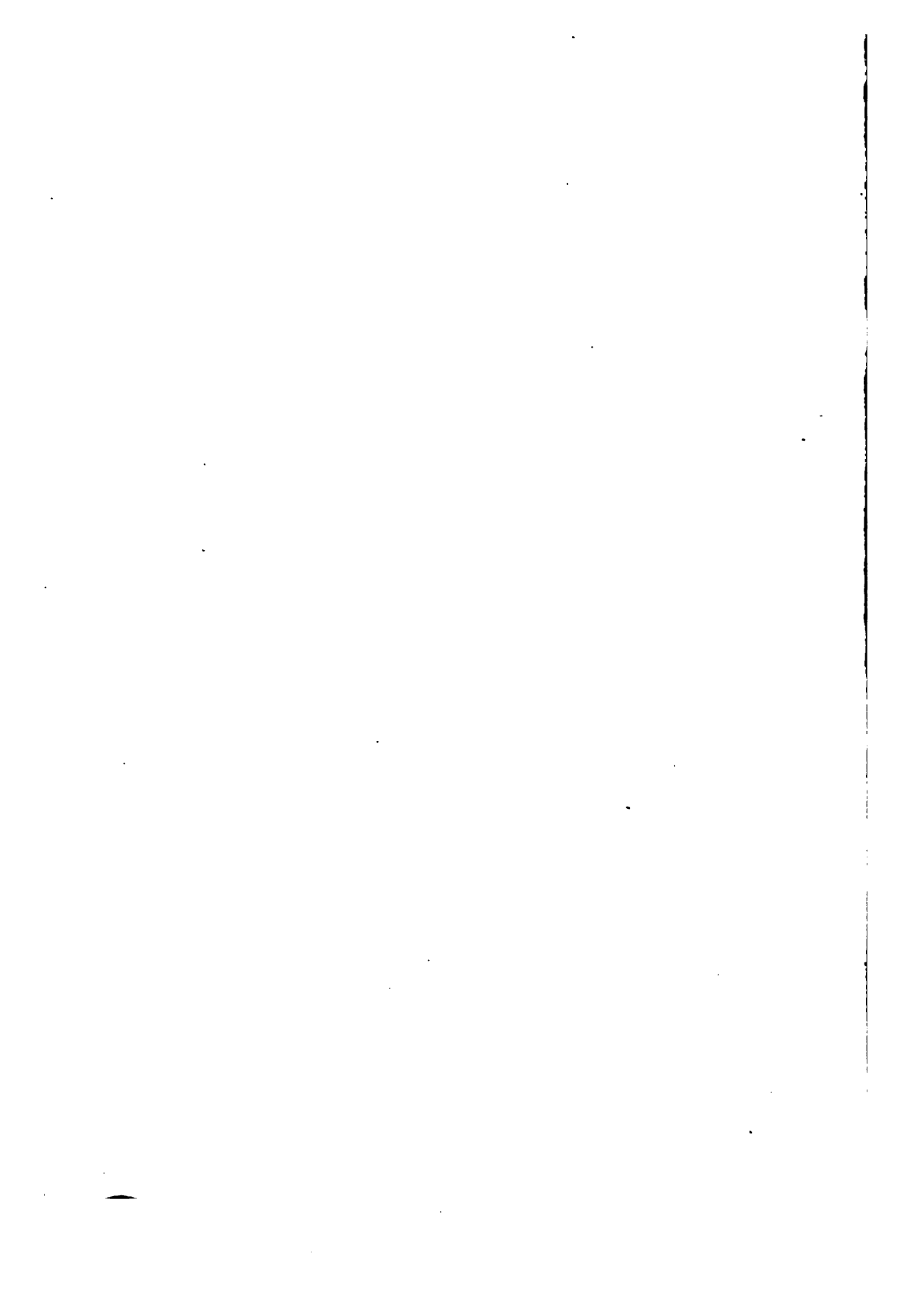
Under the power so granted to the Commissioners they might find or determine that it was the duty of the defendant to furnish the proper facilities to enable the public to avail itself of the services of the defendant as a common carrier. To hold, however, under all the circumstances as disclosed by the evidence in this case, that the said complainant has a right under the law, as now existing, to demand of the defendant the assignment to him of a certain portion of ground for the purpose of erecting thereon an office, cribs and warehouse, as asked for in his amended petition and that it is within the jurisdiction of the Commissioners to order or require the defendant so to do, would be going further than they feel justified in doing, and consequently they decline to make such an order.

The Commissioners are not prepared to say from the evidence that there would be sufficient grain shipments from said station or siding to make it incumbent upon the defendant to erect there a warehouse or elevator for the convenience or accommodation of the public, in relation to traffic in that community at present, but in the judgment of the Commissioners the defendant should build or erect at said place called Hill's Siding a depot building and platform, and also stock yards. Said depot or station building should not be less than thirty (30) feet in length and sixteen (16) in width, partitioned so as to have one room for passengers and one for freight. The room for passengers should be warmed and lighted for a half hour before the arrival and after departure of all trains carrying passengers. Said platform to be six feet wide and fifty feet long. The stock yards or pens should be large enough to hold two carloads of cattle or hogs and made into pens connecting with a chute, the pens not to be less than ten (10) feet wide and thirty-six (36) feet long. These, it is thought, may be placed on the present right of way without so obstructing it as to seriously interfere with its use for other purposes, without any relocation or readjustment of the defendant's present track or side tracks. If such is found not to be the case it is to so relocate and readjust said

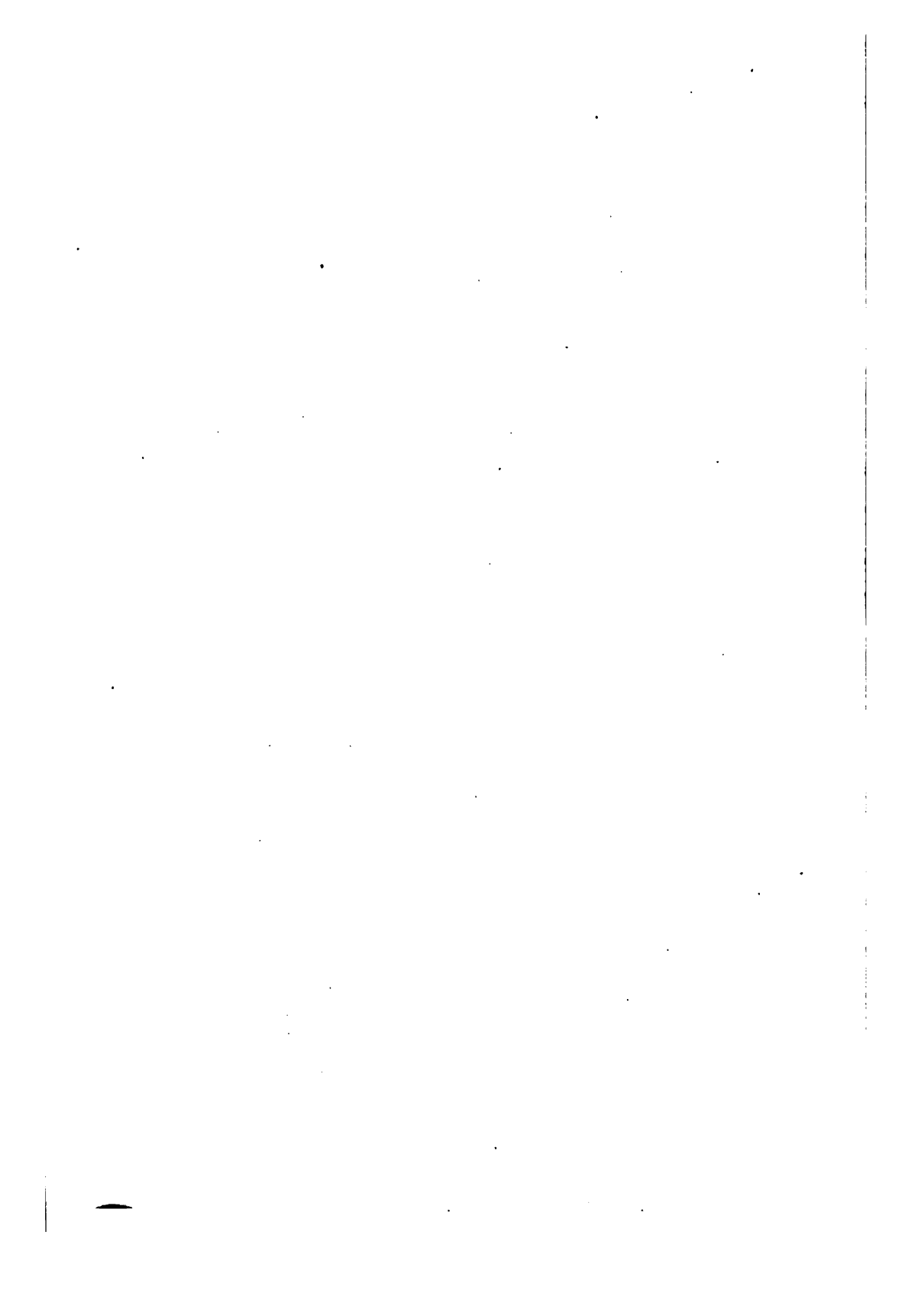
tracks as to afford the said facilities, and the defendant is further to furnish upon reasonable notice, suitable cars to persons applying therefor, for the shipping and transportation of corn, grain, and other freight in carloads and so place the same upon the side tracks that the same can be readily loaded and unloaded.

The said defendant, the Burlington, Cedar Rapids & Northern Railway Company, is hereby informed that in the judgment of the Commissioners the said buildings and facilities are required at said place called Hill's Siding in order to promote the security, convenience and accommodation of the public, and the said defendant is hereby required to erect said buildings and stock yards and furnish said facilities within ninety days after being served with a copy of this order or requirement, and notice as by statute required.

Des Moines, Iowa, January 10, 1894.



STATEMENT
OF
CASES CLOSED BY CORRESPONDENCE.



STATEMENT OF CASES CLOSED BY CORRESPONDENCE.

On September 28, 1893, Messrs. McCord & Co., of Storm Lake, filed a petition with the Board asking the assignment of a site for a coal shed and a place to transact the coal business on the right of way of the Illinois Central Railroad at that place.

Soon after this correspondence, or on December 15, 1892, Mr. George Marshall, also of Storm Lake, filed his petition asking for a site for a coal shed, and in substance set forth that he was a dealer in lumber, lime, stone, stucco, wire, etc.; that he desired to deal in coal; that he had sold fifteen cars off the track; that

it was not a convenient way to handle coal, etc.; that he had applied to the Illinois Central Company for space; that they have replied to him that "in their judgment there are already dealers enough here." Mr. Marshall claimed this to be an unjust discrimination against him as a coal dealer, and asked the intervention of the Board for his relief.

On December 25 Mr. Harrahan was furnished with a copy of Mr. Marshall's complaint and requested to reply. On January 5, Mr. Harrahan not having replied to Mr. Marshall's complaint, the Commissioners again called his attention to the complaints of both Messrs. Marshall and McCord & Co., and from the blue print furnished suggested some locations specified on said print as a possible solution of the vexed question, to which, on February 5, Mr. Harrahan filed in substance much the same reply as had been made in his former communication, adding that "we find this company has done all which it should be required to do for the present in that direction."

After quite an amount of correspondence without arriving at any satisfactory results, the Commissioners deemed it advisable to visit Storm Lake and make an official and personal examination of the premises, and in accordance with this conclusion March 28th was set as the day for such examination, and all interested parties were notified thereof. Superintendent Dixon appeared on behalf of the railroad company. Messrs. McCord & Co., by their attorney, S. J. Moyer, and Mr. Geo. Marshall as the complainants, presented their side of the question.

After a thorough explanation by the parties of their wants, and as they thought their necessities, and a consultation with Superintendent Dixon, a satisfactory adjustment was made, whereby Mr. Marshall was permitted to erect a substantial coal house on or near the space already occupied by him as a lumber yard, and Messrs. McCord & Co. were assigned a space at the west end of what is known as the mill switch, with the agreement by Mr. Dixon for the company to extend the side track at any time to correspond with the extension of sheds made by Messrs. McCord & Co. In a subsequent communication from McCord he claims his frontage is north and will hence be annoyed very much with snow, etc., to which Superintendent Dixon replies on June 28th: "I was at Storm Lake yesterday and saw Mr. McCord and have got the matter satisfactorily arranged for his coal shed, by agreeing to put up a snow fence north of his location to protect him from the snow. We stand ready at any time to extend the side track when Mr. McCord is ready to extend his sheds." The prayer of the petitioners having been granted, and the difficulties having been satisfactorily adjusted, it may be considered that this case is closed.

CITIZENS OF CORNING, IOWA,

vs.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY.

Insufficient passenger train service.

On July 24, 1893, Mr. W. O. Mitchell and ninety-three other citizens of Corning, asked, by petition, that the Railroad Commissioners order the Chicago, Burlington & Quincy Railroad to furnish better passenger facilities for the public at the town aforesaid. The petition, without the names, is as follows:

To the Honorable Railroad Commissioners of the State of Iowa:

The undersigned would respectfully represent that fast train known as No. 2, on the Chicago, Burlington & Quincy railroad, passing Corning about 7:30 P. M., going east, makes no stop between Villisca and Oreston, and we would respectfully petition and request that you take such action as will require said company to stop the said train at Corning, which is the county seat of Adams county. We would further represent that the said train is the only through fast train for Corning passengers for Chicago and points east, and that said Corning passengers are now compelled to take an earlier train to Oreston and wait several hours for this train; believing it to be an injustice to the citizens of this county, as well as the traveling public, we respectfully petition that you make such order as will require the said company to stop said train.

The same day a copy was forwarded Mr. W. F. Merrill, general manager of the Chicago, Burlington & Quincy, asking him to give the matter attention and make such reply as he deemed proper in the case. A request was also sent Mr. W. O. Mitchell, asking for a detailed statement of the train service furnished the public at Corning, both in trains running east and west. About this time Mr. F. M. Davis, an attorney, directed a letter to the Board, saying: "The citizens have requested me to take care of their interests in the controversy, and I desire to say, we will send you several additional petitions signed by several hundred citizens, asking the stoppage of all passenger trains at Corning."

On August 5th Mr W. F. Merrill filed the following reply to the petition sent him July 24th:

CHICAGO, August 5, 1893.

HON. W. W. AINSWORTH, *Secretary Iowa Railroad Commissioners, Des Moines.*

DEAR SIR: Referring to your communication about stopping No. 2 at Corning.

No. 2 is an exceedingly heavy train. We have tried our best to see if we could lighten it up any by throwing traffic on to other trains, but there is a great deal of it that we cannot handle in any other way except by putting on extra mileage, which would be added expense to us of the cost of running a new train without any additional revenue, as we are obliged to run other trains to accommodate through and local business. If we stop No. 2 at Corning it will make it just so much harder to handle the train, for it is well known to you that the only way we can make reasonably good time with heavy trains is by cutting out stops. The grades on our lines in Iowa are so heavy that if we do not cut out the stops, we have to allow trains to run down hill faster than prudence would dictate to be advisable.

We aim at all times to give as good service as circumstances will allow to both local and through business. The conditions have been such that we have not seen our way clear to stop No. 2 at Corning, but a change in conditions has brought about an alteration in the time of another of our trains whereby we think we can serve Corning's interests. No. 6, which now leaves Omaha at 12:15 A. M., on the new card going into effect either on the 13th or 20th of August, will leave Omaha at 8:30 P. M. and will have a sleeper, arriving at Chicago shortly after noon the next day. This train we expect to stop at Corning on the new card.

I will say, however, that after the World's Fair business is over we will be compelled to take off some trains on account of decrease in business, and I cannot say whether we will then keep No. 6 on; nor can I see my way clear to make any promises that we will then stop No. 2 at Corning, and when you come to consider the extent and intricacy of our business, I think you will be satisfied with whatever we adopt.

Yours truly,

W. F. MERRILL,
General Manager.

August 5th Mr. Mitchell replied to the inquiry sent him, summing up by saying, "Our people feel that they ought to have at least two fast trains each way stop here. With the locals and Nos. 2 and 5 they would be well satisfied." Early in September the Commissioners were informed by private parties that Nos. 2 and 5 were regularly stopping at Corning, and October 5 the attention of Attorney Davis was called to the suggestion made by him "that the petition of several hundred citizens would soon be forwarded," etc., and also requesting him "if no further action is contemplated on your part kindly so inform the Commissioners in order that the case may be closed upon their records."

To this request no reply was made, and November 4th Mr. Davis was again requested "to give this matter your early attention," and under date of November 9th Mr. Davis writes: "The trains now stop at Corning as at other towns of its kind and the citizens are well satisfied." And in this satisfactory way the case is closed.

A. POFFINBERGER AND WM. WELP,

vs.

CHICAGO GREAT WESTERN RAILWAY
COMPANY.

Highway crossing.

On September 23, 1893, Messrs. Poffinberger and Welp, trustees of Logan township, in Marshall county, filed a complaint with the Board of Commissioners against the Chicago Great Western Railroad Company, alleging failure of said railroad company to open a certain county line highway, and to put in suitable conveniences over and across their right of way for the use of the public. The said complaint was accompanied with an agreement of Mr. M. C. Woodruff, a sub-official of said railroad, dated June 13th, in which he says: "The cattle guards, wing fences, and other crossing equipment, will be put in without delay."

After waiting more than three months for the needed work the trustees ask, by complaint and petition, that the defendant company be ordered and compelled to carry out the agreement heretofore made in good faith. On October 3d the substance of the complaint and also a copy of the argument of Mr. M. C. Woodruff, made June 13th, was sent Mr. J. M. Egan, president and general manager of defendant road, with a request that he give it immediate attention to which, on October 9th, Mr. Egan replied: "We have, by our assistant engineers, arranged with the trustees of Logan township to change the highway in question one hundred and fifty feet to the south, thus securing a more satisfactory crossing, etc."

This information was forwarded to the complainants, and on October 13th they replied: "Such an arrangement would be satisfactory, but nothing had yet been done," and further urged the necessity of immediate attention to the matter. On October 25th Mr. B. F. Egan, division superintendent, located at Des Moines, was requested to remove the source of annoyance by making such repairs and improvements as the public good demanded, to which he replied he would do so "within the next week." October 30th the complainants notified the Board that the crossing had been fixed to the entire satisfaction of the trustees, and the case is thus closed.

M. BECK, MARCUS,

vs.

ILLINOIS CENTRAL RAILROAD COMPANY.

Damage in transit.

September 20, 1893, Mr. M. Beck, of Remsen, filed a complaint with the Commissioners against the Illinois Central Railroad Company, which is more specifically set forth in the following extract from said complaint: "In the summer of 1890 I shipped one hundred and twenty-six tubs of butter from Remsen, Iowa,

to Memphis, Tennessee, which I had sold free on board at Remsen and billed direct to Memphis. The railroad agent at Remsen changed the consignment bill *via Milan*, and at Milan the said butter was transferred from the refrigerator car in which it was originally shipped, to a common box car. The butter arrived in Memphis in bad order so that on the shipment I lost \$228. The railroad company have offered to pay a part of the loss only, and this I refused to accept because it was altogether the fault of the company in changing my butter from a refrigerator to a common car, hence I ask your help in this matter." On October 3d Mr. Beck was notified that "the shipments in this case are interstate in their character, a class of business over which this Commission has no jurisdiction, their authority being confined to shipments beginning and ending in the State of Iowa, but that through courtesy his complaint would be forwarded to the proper officials, and he would be advised of the reply.

On the same date the substance of the complaint was forwarded Mr. J. T. Harahan, vice-president of the Illinois Central, requesting him to file such answer as he desired, to which, on October 25th, Mr. Harahan filed the following:

CHICAGO, OCTOBER 25, 1893.

W. W. Ainsworth, Esq., Secretary of Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—Referring to your favors of the 3d instant and more recent date, relative to the claim of Mr. M. Beck, for loss on butter shipped from Remsen, Iowa, to Memphis, Tennessee, an investigation of this matter develops the fact that this butter was shipped by this company without delay and in refrigerator cars properly iced, to Milan, Tennessee, where it was turned over in good condition to the Louisville & Nashville railroad, and taken by them from there to Memphis. The investigation also discloses the fact that there was no delay in the movement over our line, but there was a delay at Milan, on account of Sunday intervening. We have always contended that they should pay this claim, which they have refused to do. We have finally paid it ourselves, and will undertake to collect it from them.

Although Mr. Beck claims to have sent in a bill for this loss soon after it was sustained, this company has no record of receiving it. Duplicates were requested and obtained October 7, 1892, and from that date to December 10, 1892, we were investigating the handling of the shipment over our line. On December 12th the papers were sent to Mr. Compton, of the Louisville & Nashville, who kept them until February 16th, when they were returned, asking for some previous tracing papers which were sent Mr. Bascom in 1890. All papers were again sent Mr. Compton, March 10th, who returned claim, declined, April 12th. Since that time we have been at work undertaking to get the matter straightened. As Mr. Beck has been paid, I suppose you will hear nothing further from him.

Yours truly,

J. T. HARAHAN,
Second Vice-President.

And as on November 2d, Mr. Beck notified this office his claim had been paid in full, the case is closed satisfactorily.

J. F. LEWIS, NEW HAMPTON, IOWA,

vs.

CHICAGO GREAT WESTERN RAILWAY
COMPANY.

} *Open farm crossing.*

August 8, 1893, J. F. Lewis filed with this Board a petition for relief from certain abuses being practiced upon him by the defendant company. The petition sets forth the full description of eighty acres of land, located in Chickasaw county, owned by the plaintiff, and alleges that the defendant company has failed

to construct for him such crossings as are adequate for his use and convenience, and also that by the construction of this road in throwing up certain embankments across the said eighty acres of land, they had caused an unnatural overflow of water to the serious injury of the said plaintiff.

The petition was forwarded to Mr. J. M. Egan, general manager of the Chicago Great Western, asking his attention and such reply to the complaint as he might desire to file. On September 18th Mr. Egan filed the report of their chief engineer with a sketch of their line of road running through Mr. Lewis' land and with this report says: "We certainly shall refuse to drain the land or put in an open crossing as requested by Mr. Lewis." After quite an amount of subsequent corresponding, resulting in no satisfactory adjustment of the difficulty, the Commissioners notified the interested parties that on July 7, 1893, they would make an examination of the ground named in the complaint, and requesting them to be present.

Before the date for the examination arrived, to-wit: On July 1st Mr. Lewis filed in this office the statement that he had sold the land and did not care to push the case further, for which the case is closed.

W. W. CLAYPOOL, AND OTHERS, SPENCER,
IOWA,

vs.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Petition for station facilities.

On January 19, 1893, W. W. Claypool and ninety-two (92) other citizens of Summit and Meadow townships, in Clay county, filed their complaint with the Commissioners, claiming that the Spirit Lake branch of the Chicago, Milwaukee & St. Paul Railway, running north and south through said townships, was unjustly discriminating against them in refusing and failing to furnish suitable station facilities at a place known as "Hay Siding."

That the siding had been put in about five years ago; that it was located five miles from Spencer in one direction, and eight miles from Milford in the other direction. That since the establishment of said siding the same has been used for the loading of baled hay and other farm products, and also the getting on and off of passengers. That in all these five years the said railroad company has failed to erect any buildings for the accommodation of passengers or the security of freight, and that by such neglect the petitioners have suffered great personal inconvenience and pecuniary loss. The petitioners therefore pray the Commissioners to examine the location and investigate its needs and, if in their judgment the request is reasonable, that they order the said railroad company to cause to be erected such buildings, and grant such other facilities as the requirements of the public good demand.

On January 23d a copy of the petition was forwarded Mr. A. J. Earling, general manager of the Chicago, Milwaukee & St. Paul, requesting him to file his answer with the Commissioners at his earliest convenience, to which, on January 26th, Mr. Earling replied: "The location is such that we have decided objections to establishing a station there, owing to the fact that the ground is so low as to be almost inaccessible during wet weather. For this and other reasons, when it

becomes necessary to establish a station between Spencer and Milford, we shall want to locate it several miles north of Hay Siding."

A copy of Mr. Earling's answer was furnished Mr. Claypool on February 2d, and again on February 28th Mr. Claypool was requested to file his answer (if he so desired), to Mr. Earling's statement. On March 8th Mr. Claypool replied at length, renewing his former assertions of the imperative need of station facilities for the accommodation of the public, and praying that such relief be speedily granted them, as in the opinion of the Commissioners was just and equitable. Some subsequent correspondence followed, and on June 28th a notice was sent interested parties that, on July 6th, the Commissioners would visit the locality in question and make such examinations as to them seemed proper in the case.

On July 1st Mr. Claypool filed a letter with the Board, stating that "the railroad company have located a siding two miles north of the present location, and have the grading now done." And inasmuch as it would appear that such a location would reasonably well accommodate the petitioners, and is at the point satisfactory to the railroad company, it is considered this case is satisfactorily closed.

CITIZENS OF POTTAWATTAMIE COUNTY

vs.

OMAHA & ST. LOUIS RAILROAD COMPANY.

Defective highway crossing.

May 6, 1883. Mr. G. D. Wittland and fifty-three (53) other citizens of Lewis township, in Pottawattamie county, filed their complaint with this Board against the Omaha & St. Louis Railroad, claiming that the highway crossings, three in number, in Lewis township, and over the defendant's right of way, were entirely insufficient for the purposes for which they were made, and were dangerous to the passing public. They prayed the Commissioners to cause that both the grade and overhead crossing be placed in such condition as that the lives and property of the traveling public would not be in peril.

On June 8th, a copy of the complaint was sent Mr. F. M. Gault, general manager of the defendant road, asking for such a reply as he desired to file with the Commissioners.

On June 29th Mr. Gault replied, stating: "Our section men are now at work on the three grade crossings, and our bridge men have already repaired the under work of the overhead crossings, and are now getting out material for a new top on the same."

On July 5th the reply of Mr. Gault was transmitted to the complainants with the request that the Commissioners be informed of the progress or completion of the work, and on July 13th information was received from Mr. Wittland that the Omaha & St. Louis Railroad Company had completed the work on the crossings in a satisfactory manner, and the case is closed.

C. AULTMAN & Co., CEDAR RAPIDS,
IOWA,

vs.

CHICAGO & NORTHWESTERN RAILWAY
COMPANY.

*Refusal to switch and discrimination in
switching charges.*

On July 3d J. C. Pickering, of Cedar Rapids, Iowa, general agent for C. Aultman & Co., manufacturers of threshers and engines, filed a statement with the Board, setting forth in substance that the Chicago & Northwestern Railway Company was discriminating in its charges for switching; that they were charging the Chicago, Milwaukee & St. Paul Railway Company \$5.00 per car for switching and the Burlington, Cedar Rapids & Northern \$2.00 and \$2.50 per car; that the Chicago, Milwaukee & St. Paul in turn charged the Chicago & Northeastern \$2.00 and \$2.50 per car; that the Chicago, Milwaukee & St. Paul had refused to pay the \$5.00 switching charge, in consequence the machinery of complainant was standing on track, said machinery having been sold on the promise of delivery on July 1st, and that the complainant would, therefore, lose the sale on account of the Chicago & Northwestern holding the cars; that the complainant had a carload of machinery over the Burlington, Cedar Rapids & Northern which was turned over to the Chicago & Northwestern, and that they "even run it down as far as our transfer house, and after they got it into the warehouse they hitched to it and threw it back on the Burlington, Cedar Rapids & Northern road so that we cannot unload our goods at all. We have in the neighborhood of \$25,000 tied up on account of this trouble that we cannot move because of the discrimination of the Chicago & Northwestern in their switching charges. Will you be kind enough to take this up without delay, as it is now harvest, and delay means hundreds of dollars loss to us."

The case was at once laid before General Manager J. M. Whitman, and on July 6th the Board was informed by him that the matter had been referred to Third Vice-President W. H. Newman; the attention of Mr. Newman was called to the matter by the Board on July 12th. Nothing having been heard from him in the case, the Board telegraphed Mr. Pickering, on July 18th, inquiring whether the Chicago & Northwestern still refused to do switching complained of, and were informed by Mr. Pickering that they still refused to do the switching unless paid \$5.00 per car, in consequence of which a hearing was fixed by the Board to occur at Cedar Rapids at 2 P. M. July 25, 1893. On July 24th a communication was received from General Agent Pickering, stating that he withdrew the complaint against the Chicago & Northwestern, as the matter had been satisfactorily adjusted.

Des Moines, Iowa, July 28, 1893:

H. C. BROWN, DUMONT, IOWA,

VS.

Loss and damage to stock in transit.

CHICAGO GREAT WESTERN RAILWAY CO.

On September 7, 1893, the Commissioners received the following letter from Mr. H. C. Brown, of Dumont, Iowa:

DUMONT, IOWA, September 6, 1893.

To the Honorable Board of Railroad Commissioners:

GENTLEMEN—Monday, June 19, I shipped a car of hogs, fifty-two in number, from Dumont, on the Chicago Great Western, and about twenty miles east of Dumont, between Clarksville and Shell Rock, the train was wrecked and two other cars of hogs were mixed with mine, so the railroad company took possession of my hogs, and the next day, Tuesday, they shipped them from Shell Rock to Chicago and sold them and appropriated the proceeds of the sale to their own use. I started to Chicago on same train that took the hogs, and went Wednesday morning to the office of the Chicago Live Stock Commission Company, the commission firm that I had my hogs consigned to. They told me that they had not received any hogs from me. They had received a load of hogs from the Railroad Company and had to pay them for the hogs. I went to see Mr. Stohr, the Railroad Company's General Freight Agent for the eastern division. He told me that the wreck happened in the western division, and that my claim would have to be adjusted at St. Paul. He (Mr. Stohr) told me to go to the commission firm that I shipped to and have the bill made and bring it to him; he would forward to their office in St. Paul. I got the bill made and returned to him with it and told him of my immediate need of money and urged upon him the necessity of having my claim paid at as early a date as possible. He told me there should not be any delay. I heard no more from them until the very last of June or the first of July, then agent at Dumont read a communication from their St. Paul office stating that the bill was not right, and requested him to get me to make a second bill. I did so and it was sent to their St. Paul office by their Dumont agent. I called at their Dumont office to hear from my claim. Their agent told me that he had written to Mr. Hoppe, the general freight agent at St. Paul, in regard to my claim, but had not received any reply. I wrote to Mr. Hoppe the 21st of August and told him that their keeping me out of my money was doing me a great damage, that I was unable to stand it any longer, and requested an immediate settlement, to which I have received no reply. In fact, the company have taken no notice of me in regard to my claim since I sent the bill the latter part of June, and it seems to me they do not intend to until they are compelled to do it. I think it an outrage after keeping me out of over \$1,000 of my money these times to compel me to take my claim to court and go to the expense of employing an attorney. Is there anything that you can do to assist me in the matter? If so, I shall be very grateful.

Very respectfully yours,

H. C. BROWN.

On the 8th of September, 1893, the matter was laid before the Chicago Great Western Railway Company for attention, but on September 9, a communication was received from complainant bearing date of the 8th, that he had received the amount due him from the Chicago Great Western Railway Company on his claim above referred to.

SANFORD HUMPHREY

VS.

Farm under-crossing.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

On June 3, 1893, Sanford Humphrey, of Jefferson county, filed a complaint against the Chicago, Rock Island & Pacific Railway Company, complaining that by him serious inconvenience and great pecuniary loss would be incurred by the filling up of certain trestle work on defendant's line of road where said road crosses plaintiff's farm on section 2, township 73, range 9.

In complainant's petition he further sets forth that the said trestle work or bridge is in width about twelve feet, and of sufficient height to make a suitable crossing and passage for his stock, whereby they may at will pass from the east side of his farm to the yards, buildings and water, which are located on the west side of said farm. He therefore prays this Board to intervene and prevent the defendant company from destroying his crossing by the filling up of said trestle work or bridge and making of it a solid grade.

On June 4th a copy of the complaint was forwarded to Mr. E. St. John, general manager of the Chicago, Rock Island & Pacific, and on June 5th Mr. St. John replied by saying that he had referred the case to Mr. Kimball, of Davenport, who had direct jurisdiction in the case, and had requested him to make a direct and speedy reply to this office. Under date of June 14th Mr. Kimball says: "Replying to yours of 4th inst. to Mr. St. John, general manager, relative to the closing of a cattle passage on land of Sanford Humphrey, in Jefferson county, I have to say, that after an examination of the premises we have concluded to put in masonry instead of iron pipe, and leave the passage-way for his stock under the railroad."

On June 21 a copy of Mr. Kimball's letter was forwarded Messrs. Leggett & McKenney, attorneys for Mr. Humphrey, with the request that they express their views as to the wishes and opinions of their client, and on June 24th they expressed their satisfaction and thanks for the amicable settlement of the case and it is thus considered closed by the Commissioners.

BENJ. CORSANT AND OTHERS, BAGLEY,
IOWA,

vs.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

} *Highway Crossing.*

April 4, 1898, a petition signed by Benj. Corsant and forty-one others representing real estate owners and interested parties, was presented to this Board by Mr. Chas. Powell, of Guthrie Center, in which the petitioners ask for the raising and grading up to the bridge of the approaches to the high road over the railroad track two miles west of Bagley between sections 4 and 5 in Dodge township in Guthrie county. That the approaches to said bridge were in a dangerous and unsafe condition; that the Chicago, Milwaukee & St. Paul Railroad Company had been properly notified of the condition, which notice they wholly disregarded, for which reason the petitioners ask the aid of this Board in securing the relief they so much need.

On April 5 a copy of the complaint and the main features of the petition were sent Mr. A. J. Earling, general manager of the defendant road, to which on April 7th Mr. Earling replied "that the matter will have prompt attention."

April 11th Mr. Powell was notified of the substance of Mr. Earling's reply and requested to keep the Board advised as to the progress made on the repairs.

On May 5th inquiry was directed to Mr. Powell in regard to the progress being made in the case and after some correspondence of minor importance this office was notified "that the overhead crossing in question was properly repaired, that the telegraph wire had been raised to the required height," and for that reason the case may be considered closed to the satisfaction of all parties interested.

JOHNSON & ERICKSON, PICKERING,
IOWA,

vs.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Obstruction of highway.

Under date of July 3, 1893, Mr. T. E. Erickson, of the firm of Johnson & Erickson, grain dealers of Pickering, submitted the following communication: "I wish to call your attention to the station of Pickering. I have been shipping grain from there, but now the railroad company have fenced us out so we cannot get there with a team. It is a junction point, and a post-office, and the nearest we can get to Pickering is a half mile. There has been an open road till June 11th, when it was closed. I wish you would give it prompt attention and let us know what we can do about it." In reply to this Mr. Erickson was asked to state "whether the road you claim has been closed is a legally established highway or whether it is simply a passageway along the right of way of the railway company in question. If the road has never been legally established, state how long the same has been used by the public as a road prior to its being closed by the railroad company; also state whether it is the Iowa Central or Chicago, Milwaukee & St. Paul Railway Company that has closed the road," to which Mr. Erickson replied on July 7th:

"The road is not a legally constructed highway, but only a passageway along the right of way of the Chicago, Milwaukee & St. Paul Railway. It is from sixty to one hundred feet from the track, but is on the company ground and has been used as a roadway for eleven years."

The substance of the complaint was forwarded Mr. A. J. Earling, general manager of the Chicago, Milwaukee & St. Paul Railway, who filed with the Board the following reply:

CHICAGO, July 20, 1893.

MR. W. W. AINSWORTH, *Secretary Board of Railroad Commissioners, Des Moines, Iowa.*

DEAR SIR: Referring to your letter of the 12th inst., the land used as a driveway by Messrs. Johnson & Erickson at Pickering, Iowa, is the right of way and private property of this company. It was fenced a short time ago because there was danger of cattle getting upon the track. If a highway is necessary at that point, I do not see why we should be called upon to furnish it. Yours truly,

A. J. EARLING,
General Manager.

A copy of Mr. Earling's reply was forwarded Mr. Erickson, and on August 25th Mr. Erickson was advised that "if there is no legal highway either by user-dedication or by reason of having been properly established by the proper county authorities at the place you refer to in your complaint the Board of Railroad Commissioners would not be the proper tribunal to afford you relief in the matter. * * * If it is necessary to *lay out* or *establish* a highway the board of supervisors of your county would be the proper officers to take action in the matter."

And for this reason the case is considered closed as before the Commission.

DR. L. C. S. TURNER AND E. C. KIMBALL, COLFAX, IOWA,

vs.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Obstruction of street crossing.

On December 27, 1892, Dr. L. C. S. Turner and E. C. Kimball wrote the Board that a large portion of trade and travel to Colfax came from the north, and that the Chicago, Rock Island & Pacific Railway Company frequently closed the crossing for from ten to twenty minutes, and that this occurred so often as to be a burden that the people should not be required to bear. The attention of the superintendent of the Iowa lines was called to the complaint, and admitted in the main the blocking of the streets, although he questions the length of time.

On January 26th the Board wrote Mr. Turner that the city authorities of the town of Colfax were the body properly having jurisdiction of the streets, and that an ordinance properly enacted and enforced would remedy the trouble, if not remedied by the company after having attention directed to it by the Board.

MARK BUTT AND OTHERS, HARVEY, IOWA,

vs.

WABASH RAILROAD COMPANY.

Station facilities.

On December 5, 1892, Mark Butt and others wrote the Commissioners that the Wabash Railroad Company had no platform at Harvey, and that it was difficult to get on and off the cars; that the agent is not at the station except about five minutes before the train is due, and passengers waiting for trains have no protection from rain or storm; the matter was referred to Chas. M. Hayes, general manager of the road at St. Louis, on January 9, 1893. Mr. Hayes replied that the station at Harvey was a joint station with the Chicago, Rock Island & Pacific, and that he had been delayed from the fact that any arrangement required the concurrence of that company. On January 16th Mr. Hayes wrote the Board that the depot was operated by the Chicago, Rock Island & Pacific, and the superintendent had agreed that the agent should open the house in time for the passenger train; he had given instructions to have a cinder platform made for the use of passengers getting on and off trains. On January 30th Mr. Butt writes that the agent had been removed and a man put in charge that was disposed to accommodate the public; he further expresses the hope that the platform will be put in as promised by Mr. Hayes. When this is done the cause of complaint will be removed.

J. W. BEEBE, TALMAGE,

vs.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

Overflow.

On September 16th, 1892, J. W. Beebe, of Talmage, Iowa, filed with this Board a complaint against the Chicago Great Western Railway, charging them with neglect

in caring for the waste water from their tank at Talmage, alleging that the same ran across his land to his serious detriment. A copy of the complaint was forwarded to Mr. J. M. Egan, president of said road, who in reply promised to have the matter looked into without delay.

From subsequent correspondence the matter seems to have been referred to Mr. Fernstrom, the chief engineer of the road, with instruction to make such drainage by laying tile and constructing ditches as shall relieve Mr. Beebe from further trouble.

A part of said work was accomplished before the ground became frozen and Mr. Fernstrom's letter is on file with these papers agreeing to cause the completion of the work as soon as the ground is in suitable condition to be worked in the spring and when this agreement is fulfilled the case will be considered closed.

H. L. TAYLOR, EAST PERU, IOWA ,

vs.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY.
CHICAGO GREAT WESTERN RAILWAY
COMPANY.

} *Overcharge.*

In December, 1893, H. L. Taylor called the attention of the Commissioners to an overcharge from Houghton to Peru, on a car of emigrant movables, containing among other things four horses and twenty-five sheep. The car went from Houghton to Des Moines over the Chicago, Burlington & Quincy Railroad, and from Des Moines to Peru over the Chicago Great Western. After examination the board concluded that the charges over the latter road were practically the rates of the Iowa tariff. The complaint was sent to Mr. Miller, general freight agent of the Chicago, Burlington & Quincy, and on January 28, Mr. Miller notified the board that there was an overcharge of \$21.95, which would be refunded on return of the papers.

HENRY WALKER AND OTHERS, RIVER
JUNCTION, IOWA,

vs.

BURLINGTON, CEDAR RAPIDS & NORTH-
ERN RAILWAY COMPANY.

} *Change in name of station.*

On February 21, 1893, a petition was received by the Board signed by Henry Walker and fifty-one others, residents of River Junction, Johnson county, Iowa, which stated in substance that the "village of River Junction was laid out, platted and named by the Burlington, Cedar Rapids & Northern Railway Company, and that since that time the company had changed the name of the station, and that the name now appeared upon the folders and time cards of the company as Iowa River, the name of the town and postoffice remaining as the company originally made it; that the double name led to confusion and trouble with passengers, freight and mails;" the petition closing by requesting the Commissioners to

require the company to comply with the provisions of chapter 26, acts of the Twenty-fourth General Assembly. The matter was taken up by the Commissioners with the railroad company, and on the 28th of February Assistant Superintendent Brady informed the Board that the change requested by the petitioners would be made when the next time card was issued.

CROOKED CREEK RAILROAD COMPANY,
CHICAGO & NORTHWESTERN RAILWAY
COMPANY,
ILLINOIS CENTRAL RAILROAD COMPANY.

*In matter of union depot at Webster
City, Iowa.*

On November 11, 1892, by request, the Commissioners addressed letters to Walter C. Wilson, manager of the Crooked Creek Railroad Company, C. A. Beck, general manager of the Illinois Central, and J. M. Whitman, general manager of the Chicago & Northwestern, asking them whether a joint station at the crossing of the Illinois Central and the Chicago & Northwestern would not be advantageous to the public, the railway companies and to those wishing to transfer. Mr. Wilson answered that he thinks it would. Mr. Whitman, for the Chicago & Northwestern, thinks it would inconvenience the town and the railroad, though it might be a convenience to traveling salesmen. Mr. Harahan, of the Illinois Central, thinks a joint station at the crossing would be a decided disadvantage to the business part of town and an expense to the railway companies without any return. No further action is at present proposed.

S. G. CARLSON, STRATFORD, IOWA.

vs.

CHICAGO & NORTHWESTERN RAILWAY
COMPANY.

Rental for portion of station grounds.

On December 21, 1892, S. G. Carlson, of Stratford, Iowa, wrote the Commissioners asking whether the Chicago & Northwestern Railway Company could collect a rental of five dollars per annum for the use of ground for a track scale on their depot grounds. It would seem that since 1890 the scales had been used and occupied without rental being paid the company. The Commissioners made some inquiries as to the nature of the lease or permission by which the grounds were occupied, which were answered on January 19, 1893, by letters from Mr. Carlson that when the lease was received, if in accordance with the agreement, all questions would be settled; if not the Board would hear from him again.

E. S. OVERHOLT, WYOMING, IOWA,

vs.

CHICAGO & NORTHWESTERN RAILWAY.

Claim for an under-crossing.

The above complaint was filed April 7, 1893, by E. S. Overholt, of Wyoming, setting forth as a reason for his claim the fact that the railroad so crosses his farm as to place his feed yards, well, tank, etc., on the south side of the railroad, while his pasture is on the north side of respondent's tracks. That his present grade crossing is unprovided with cattle guards and is wholly inadequate for the purposes for which it was intended, causing him a great amount of labor and trouble in transferring his stock from pasture to water and returning again to the pasture. In consequence of the serious inconvenience he is sustaining he prays the Commission for an order compelling the company to put in an underground crossing inside of thirty days.

A copy of the complaint was forwarded to Mr. J. M. Whitman, general manager Chicago & Northwestern Railway, requesting him to file with the Board such a reply as he might deem advisable in the case. On May 2, Mr. Whitman replied: "This is the first time the matter has been brought to my attention and I think we will be able to adjust it to Mr. Overholt's satisfaction."

This reply was forwarded to Mr. Overholt with the request that he kindly keep the Commissioners advised as to the progress made in the construction of the desired crossing, and on June 30th Mr. Overholt writes: "The company have made the crossing deep enough, have put in stone and covered it with cinders the whole way across the right-of-way which makes it about as good as can be." From the above it may be considered that this case is closed.

GEO. J. REED AND C. A. SNOW, LIME
SPRINGS, IOWA,

vs.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.*Station accommodations.*

On January 31, 1893, Messrs. Geo. J. Reed and C. A. Snow, of Lime Springs, Iowa, filed a complaint with the Board regarding insufficient accommodations for passengers taking night trains on the Chicago, Milwaukee & St. Paul at that point, and stating that there was "absolutely no accommodations provided for persons arriving and departing on night trains at this point, and we would respectfully ask your Commission to issue an order that the company open the doors to their waiting room, and also that the same be suitably warmed and made comfortable." The matter was immediately taken up by the Board with the company, and on February 15th General Superintendent W. G. Collins advised the Commissioners as follows: "We have arranged to have the waiting room of the Lime Springs depot opened, warmed and lighted for night passenger trains." On February 23d the Commissioners made inquiry of complainants as to whether the provisions above referred to had been carried out, and on the 28th of that month complainants wrote the Board as follows: "We have no further complaints, and find that our station is now open for night trains."

J. D. MALONE AND OTHERS, SANTIAGO,
IOWA,

vs.

} Depot.

CHICAGO, ST. PAUL & KANSAS CITY
RAILWAY COMPANY.

On July 2, 1892, J. D. Malone and thirty-six others filed a petition with the Railroad Commissioners, asking that the Chicago, St. Paul & Kansas City Railway Company be required to erect and maintain a suitable and comfortable passenger and freight depot for the convenience and business of the public at Santiago, Polk county, Iowa. With this was a statement of grain shipments for the years 1890 and 1891. On August 23d Mr. Egan, president of the railway company, in reply to the Board, says that he will endeavor to get authority to erect a station building at Santiago, and on October 5th he writes that he has ordered the construction of the building, and on December 17th the complainant, J. D. Malone, writes that the depot is all right and satisfactory.

GEO. AND CHAS. TUNNICLIFFE, BING-
HAM, IOWA,

vs.

} Petition for open farm crossing.

OMAHA & ST. LOUIS RAILWAY.

On October 19, 1893, the Messrs. Tunncliffe filed with the board the following petition, copy of which was forwarded to receiver J. F. Barnard, on October 21, 1893:

BINGHAM, IOWA, October 17, 1893.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GEORGE TUNNICLIFFE AND CHAS. TUNNICLIFFE,

vs.

} Petition.

OMAHA & ST. LOUIS RAILWAY.

Your petitioners state that they own and control for farming purposes, the east one-half ($\frac{1}{2}$) of the southwest one-quarter ($\frac{1}{4}$) of section twenty-six (26), township sixty-nine (69), north of range thirty-nine (39), west fifth (5) P. M., situated on the line of the Omaha & St. Louis Railway, one mile northwest of Bingham, Page County, Iowa.

That said railroad passes across said described land, cutting off twenty acres upon which are situated the house and barns and the other buildings of the plaintiff.

That said plaintiffs are compelled to drive their stock and haul their grain across the tracks of the said railroad company. That said railroad company refuse to keep and maintain proper and adequate crossings, greatly to the damage of the plaintiffs, although often notified by said plaintiffs of their dangerous condition: that said company refuse to maintain proper fences along their right of way across said premises: or to maintain proper cattle guards or fences at crossing on the said land of said plaintiffs: that said plaintiffs have sustained loss by reason of said company's neglect, for which said company refuses to pay. Wherefore your petitioners pray that said Omaha & St. Louis Railway be compelled to establish adequate crossings, fences and cattle guards along the land of said plaintiffs.

(Signed)

GEO. TUNNICLIFFE,
CHAS. TUNNICLIFFE.

Sworn to by Chas. Tunncliffe, October 17, 1893.

On December 1, 1893, the Commissioners were notified that the railway company had so far complied with the request of complainants that the case could be closed.

R. R. ROBBINS, HERNDON, IOWA,

VS.

CHICAGO, MILWAUKEE, & ST. PAUL
RAILWAY COMPANY AND DES MOINES,
NORTHERN & WESTERN RAILWAY
COMPANY.

} Depot facilities.

On January 3, 1893, Mr. R. R. Robbins, of Herndon, filed with the Board a complaint of the condition of the depot at the junction of the Chicago, Milwaukee & St. Paul and Des Moines, Northern & Western railways at that point, complaining, among other things, that the "passenger room is not half large enough for the convenience of the traveling public. The freight room is not one-fourth large enough for the freight that comes to this place, and many other features connected with the freight room are not what they ought to be. The above are facts. Please give this your personal attention." A copy of the foregoing communication was forwarded to General Managers A. J. Earling, of the Chicago, Milwaukee & St. Paul, and L. M. Martin, of the Des Moines, Northern & Western. On January 13th General Manager Martin filed the following reply:

DES MOINES, IOWA, January 12, 1893.

"Hon. W. W. Ainsworth, Secretary of the Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—Replying to your favor of the 5th inst., enclosing copy of complaint from Mr. R. R. Robbins, of Herndon, in regard to size and condition of depot at that station.

Considerable talk has been had between the Chicago, Milwaukee & St. Paul Railway officials and ourselves in regard to this station—it being a joint one—but as yet we have not decided just what is best to be done. It has served our purpose quite commodiously and comfortably for a number of years, and cannot agree with Mr. Robbins that there is any immediate necessity for a radical change. However, we will confer with our associates again and it may be that we can arrange to make some changes when warm weather comes and we are working on our station buildings. Trusting that this will be satisfactory to your Board, I remain

Very respectfully yours,

L. M. MARTIN,
General Manager D. M. N. & W. R'y Co."

On the 18th of January the following answer was received from General Manager Earling:

"CHICAGO, January 17, 1893.

Mr. W. W. Ainsworth, Secretary Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—In reply to yours of the 5th, I beg to say that I am in communication with the Des Moines, Northern & Western Railway in reference to the extension of the freight and passenger rooms at Herndon, and will advise you as soon as a decision is reached.

Yours truly,

A. J. EARLING,
General Manager."

On March 10, 1893, Mr. Earling again addressed the Board:

"W. W. Ainsworth, Secretary Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—In further reply to your communication of January 5th, in reference to depot facilities at Herndon, Iowa, I beg to advise that arrangements have been made between the two companies to provide additional room within the next few months.

Yours truly,

A. J. EARLING,
General Manager."

On May 27, 1893, Mr. F. C. Hubbell, superintendent of the Des Moines, Northern & Western, wrote the Board as follows:

"Hon. W. W. Ainsworth, Secretary Board Railroad Commissioners, City:

DEAR SIR.—Replying to yours of the 25th, in reference to complaint of R. R. Robbins and others, asking for better facilities at joint station of Herndon, beg to advise you that the

plans have been prepared and approved by both the Chicago, Milwaukee & St. Paul and our own road, and the work of building the depot has been arranged for."

While no formal statement to that effect has been filed by complainant, yet the Board understand the above arrangement to have been carried out, and that the complaint is satisfactorily adjusted.

THOMAS BURNS, BREDÄ, IOWA,

vs.

CHICAGO & NORTHWESTERN RAILWAY
COMPANY.

Claim on account of passenger ticket.

On July 8, 1893, the Commissioners received the following communication:

BREDÄ, IOWA, July 7, 1893.

"Iowa Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN:—I wish to inform you of some trouble I have had with the C. & N. W. Ry. in regard to a ticket. I had a boy at Iowa City wishing to come home. I told the agent at Bredä to have the agent at Iowa City give him a ticket to Bredä, that is \$6.85, and that I would pay it. The boy never got the ticket, but in the meantime the agent at Iowa City had it charged to the agent at Bredä, and I paid it. When I found out the boy never got it I informed the agent here and he asked the agent at Iowa City, but he never answered; so our agent here informed the general ticket auditor and he never replied; so I wrote to him myself and did not get a reply. This was on the 12th of June. The agent here was notified by me on the 3d day of May. So you see I can do nothing with them. I wish you would look the matter up and oblige,

Respectfully yours,

THOS. BURNS.

The matter was laid before General Manager Whitman, of the Chicago & Northwestern, and by him referred to General Passenger Agent Thrall of that company. Before the reply of the latter was received the Commissioners were informed by complainant that he had received the amount claimed by him from the company.

A. H. MILLER, MELBOURNE, IOWA,

vs.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Refusal to switch cars.

On June 22, 1893, the Board received the following complaint:

MELBOURNE, IOWA, June 21, 1893.

Iowa State Railway Commissioners, Des Moines:

GENTLEMEN:—The following is a copy of a letter received from Supt. Goodnow, of the Chicago, Milwaukee & St. Paul, to their agent here:

'Hereafter we will not switch coal for the Chicago Great Western Road to either the tile kiln or the sheds located on our tracks. We will continue to switch lumber at the rate of \$2.00 per car. As already instructed, their engines must not enter upon our track; cars must be left on Y track to be handled by our engine. You will advise agent of the Chicago Great Western Road accordingly.'

This order will completely kill our coal trade and injure our other business in proportion. Have they the authority to make this order, and are they not obliged to take cars from the Chicago Great Western Road? Please investigate the matter and let me hear your opinion soon.

Respectfully,

A. H. MILLER."

This letter was acknowledged on the same date and immediately taken up with General Manager Earling, of the respondent company, who replied under date of July 3d, as follows:

CHICAGO, July 3, 1893.

Mr. W. W. Ainsworth, Secretary of the Board of Railroad Commissioners, Des Moines, Iowa:

"DEAR SIR:—Replying to your letter of the 27th ult., in reference to switching matters at Melbourne, Iowa, it seems that in giving the order to exclude the engines of the Chicago Great Western road from using our tracks there was a misunderstanding in regard to the switching of coal from the Chicago Great Western Road to the coal sheds located on our track. Instructions have been given to switch coal, as well as lumber, from the tracks of the Chicago Great Western Road to the coal houses and lumber yards located on our tracks.

Yours truly,

A. J. EARLING,
General Manager."

Complainant was furnished with a copy of above statement and on July 8th acknowledged satisfactory adjustment of the complaint.

FRANK LEIMKUEHLER, MOSCOW,

VS.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

} *Insufficient train service.*

On March 23, 1893, Mr. Frank Leimkuehler, of Moscow, addressed the Board as follows:

MOSCOW, IOWA, March 22, 1893.

"To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

SIRS--We have tried for a year to get the Chicago, Rock Island & Pacific Railway to stop No. 1 going west in the evening at 9 o'clock for us, but we have failed, and therefore I would kindly request you to look into the matter, and if possible have that train stopped, if only when flagged. We can get out here all right in the morning, but we cannot get back in the evening. If it is necessary to have a petition kindly inform me and we will have one signed by the whole town and township."

A copy of this statement was forwarded General Manager E. St. John, whose answer closes the case:

CHICAGO, April 26, 1892.

"Mr. W. W. Ainsworth, Secretary, Des Moines, Iowa:

DEAR SIR—Your recent communication enclosing a letter from Mr. Frank Leimkuehler, complaining because we did not stop our number one at Moscow, was duly received, and the same has been a matter of investigation, and it has been arranged that under our new time card, which goes into effect May 7th, number one will stop on signal at Moscow. This will meet the wishes of complainant, as stated in his communication of March 22nd, and to that extent we are very glad to comply with his wishes.

Very truly,

E. ST. JOHN."

MRS. E. MCCrackEN, THORNBURG
IOWA,

vs.

BURLINGTON, CEDAR RAPIDS & NORTH-
ERN RAILWAY COMPANY.

} *Stock killed.*

On December 19, 1892, the Commissioners received the following communication from Mrs. Eliz. McCracken, of Thornburg:

THORNBURG, IOWA, December 17, 1892.

"To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

On November 10, 1892, one of the trains on B., C. R. & N. Ry., killed two of my sheep valued at \$8 00. Notice was served on the company's agent at Thornburg (verbally) on the same day. The railway company has failed to adjust the same. If the company had fenced their track according to the terms of the contract in right of way deed the accident would not have happened. I respectfully ask your Honorable Board to notify said company to adjust the same. Also to fence their track according to contract. Enclosed please find copy of right of way deed and recorder's certificate.

N. B.—My husband James McCracken is deceased. The estate was settled according to law. Hon. T. E. Johns, Keswick, Iowa, was administrator.

Respectfully,

ELIZ. MCCrackEN."

This communication was laid before President Ives of that company and on January 12, 1893, General Agent W. P. Brady, filed the following which closes the case:

CEDAR RAPIDS, IOWA, January 12, 1893.

"Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—Referring to the attached papers I would say I have this date sent a check and voucher in favor of Mrs. Elizabeth McCracken for \$8.00 to pay her for two sheep killed near mile post 86, of our Muscatine division. November 10th last, by one of our freight trains.

Hoping that this action will meet with the approval of the Board I remain,

Yours truly,

W. P. BRADY.

General Agent."

DR. S. S. WHITE, CRESTON, IOWA,

vs.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY.

} *Farm under-crossing.*

DES MOINES, October 16, 1893.

W. F. Merrill, General Manager Chicago, Burlington & Quincy Railroad Company, Chicago, Ill.:

DEAR SIR—This board is in receipt of the following communication from S. S. White, M D., of Creston, Iowa, dated October 13, 1893:

"I will be largely damaged by the filling in of a road under the Chicago, Burlington & Quincy track, situated on my farm, located about three-fourths of a mile east of Cromwell, in Union county, Iowa. The location or lay of the land is such that an over-crossing cannot be constructed without a serious damage to me. I will give you a diagram on the other side of this paper that may give you a more correct idea than I can in words; as the company is filling such places fast they may soon reach this, so please give this your attention and answer."

The diagram referred to shows that about ninety-four acres of this land is upon the north side of the railroad track and about sixty acres on the south side. Running along the south line of this tract of land is the public highway. Where Dr. White's under-crossing is now located it is shown by diagram that the track is "about twenty feet" higher than the bed of the crossing. Complainant adds: "The crossing as it is could be no better, as the ground is

level and track high enough to allow loads of hay or any other load to pass under without trouble. Please consider my condition."

Will you kindly give this matter your early attention, investigation and answer?

W. W. AINSWORTH,
Secretary.

BY ORDER OF THE BOARD.

To the above letter General Manager Merrill sent the following reply, a copy of which was forwarded to complainant:

CHICAGO, October 28, 1893.

"Mr. W. W. Ainsworth, Secretary, etc.:

DEAR SIR—I have your letter of the 18th about the complaint of Dr. White, of Oreston, that his property would be injured by filling a bridge about three-fourths of a mile east of Cromwell. We have looked into this matter and arranged to leave an under-crossing at this bridge—401 A.

Yours truly,

W. F. MERRILL,
General Manager."

CITIZENS OF APLINGTON,

VS.

ILLINOIS CENTRAL RAILROAD COM-
PANY.

} *Insufficient train service.*

On November 5th the following petition was filed in this office:

APLINGTON, IOWA, November 4, 1893.

To the Honorable Board of Railway Commissioners, Des Moines, Iowa:

"GENTLEMEN:—Your petitioners respectfully call your attention to the fact that by a recent change of schedule of the Illinois Central Railroad Company, the town of Aplington, Butler county, Iowa, has been left without sufficient railway facilities to accommodate the traveling public. For the last twenty-four years we have had a night service for passengers both ways, which now have been stopped, and no other trains to take their place. We believe the Illinois Central Railroad Company owes us a better service, and ask you to investigate this matter at once and give us a hearing.

(Signed)

A. M. WHALEY,
Banker and Grain Dealer.
C. J. FITZPATRICK,
Postmaster.

F. B. ROYCE,
Lands, Loans and Insurance.
And thirty-one others."

On November 5th a copy of the above was sent Mr. J. T. Harahan, second vice president of respondent road, asking his attention and consideration of the request; to which, on November 8th, Mr. Harahan replied: "I will have the matter investigated at once and advise you later concerning it."

November 18th this office was in receipt of the following letter from Mr. Blackmore, whose name did not appear in the original petition:

APLINGTON, BUTLER COUNTY, IOWA, November 17, 1893.

Railroad Commissioners, Des Moines, Iowa.

"GENTS: Two weeks ago I forwarded you per mail a list of our principal business men's names attached to a petition praying of you relief. The Illinois Central Railroad Company have discontinued our night passenger service and give us only one train each way per day (for passengers). The regular night service we have had for over twenty-four years and its trains are a necessity for successful competition with surrounding towns. The company have been threatening to discontinue this place as a night station at odd times for a number of years and we were once before compelled to ask you for relief which you gave us by ordering our station house to be kept open nights. The company will not stop trains here at

night to receive passengers and compel passengers to get off its trains at Ackley and Parkersburg that are ticketed to this place. During the last ten days at two different times ladies ticketed for this place were compelled to leave the train at Parkersburg at 3 A. M. and wait until noon before they could finish their journey. Parties in the country coming in to meet passengers from Illinois and Wisconsin have had to wait here over nine hours for the next train. All this bother and trouble that we have been put to is uncalled for and unjust and is done in an arbitrary manner by the company without notice and disregarding all our protests. East of Waterloo and west of Fort Dodge the company have three trains each way each twenty-four hours, but between Waterloo and Ft. Dodge they have only one train each way. The company claim to be compelled to drop small towns in order to make fast time. Their schedule shows that between Sioux City and Chicago they have shortened the time fifteen minutes only. Your answer to petition was to A. M. Whaley, the first name on petition, said 'that Mr. Harahan would investigate this matter.' Mr. Harahan is the man that ordered this change of which we complain. We can not surrender our rights. Over twenty-four years we have had a regular night and day service each way and we cannot now allow ourselves to be robbed by an exacting company to save fifteen minutes time in a run of over five hundred miles. We must not be at the mercy of such unreasonable officers that care for no one's rights.

E. L. BLACKMORE,
Mayor."

On November 23d the attention of Mr. Harahan was again called to his promise of November 10th, "To investigate and report," and a copy of Mr. Blackmore's letter forwarded him. On December 2d, Mr. Blackmore becoming restless under what seemed to him unnecessary delay wrote Governor Boies much the same as he had written in his recent communication to the Board. The Governor's secretary turned the letter over to the Board for consideration, and the following communication was sent Mr. Blackmore:

DES MOINES, December 6, 1893.

E. L. Blackmore, Mayor of Aplington, Iowa:

DEAR SIR.—On November 6, 1893, a petition was received from Aplington, Iowa, signed by A. M. Whaley, C. J. Fitzpatrick, F. B. Royce and thirty-one others, among which your name does not appear, relating to the matter of additional train service on the Illinois Central for the station of Aplington. Upon receipt of this communication it was acknowledged to the first signer, Mr. A. M. Whaley, banker and grain dealer, and a copy thereof laid before Second Vice-President Harahan, of the Illinois Central, it being the custom, as well as the duty of the Commissioners, in all cases of this character, to afford all parties in interest a proper hearing.

On November 9th Mr. Harahan advised the Commissioners he would "have this matter investigated at once and advise you later concerning it." On November 10th "A. M. Whaley and other petitioners," were notified of Mr. Harahan's reply. On November 18th your own communication was received, presumed to be supplementary to the above, and was accordingly forwarded to Mr. Harahan for attention. Both at the time and since your communication was filed, this Commission, with all of the office force, has been engaged in preparing its sixteenth annual report, which report, the statute provides, must be filed with the governor on the first Monday in December.

Mr. Harahan has again been asked to file his reply with the Board, upon receipt of which a copy will be furnished you, and, if necessary, hearing will be set in the case and ample notice of which sent to all parties at interest.

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

On December 12, Mr. Harahan filed his formal reply to the petitioners, and also to Mr. Blackmore, as follows: "I would say that trains No. 1 and 2 are fast vestibuled trains with which it is of prime importance we should make such fast time between Chicago and Sioux City that it is impracticable to stop them at such stations as Aplington. The fast trains, moreover, pass that station at unreasonable hours of night, at which it is not at all probable there would be any passenger business to or from the place."

Under date of December 14, the reply of Mr. Harahan was forwarded Mr. Blackmore, to which he made an extended reply, reaffirming the injustice that

was being heaped upon the citizens of Aplington, and asking that "a hearing might be given them, at which time we wish to introduce evidence to substantiate our charges, and hope your honorable body will give us a fair and speedy hearing."

On December 20, in accordance with this request, and in order that the Commissioners might arrive at a satisfactory solution of the difficulty, Thursday, January 4, was set as the time when, and Aplington as the place where, a hearing would be had, and the interested parties notified thereof, but on December 29, Vice-President Harahan wired this office as follows: "It will not be necessary to have the hearing at Aplington on January 4th, as per your letter of 20th; we are making a new time table to take effect next Sunday, and under changed conditions will make Aplington a flag stop for trains one and two."

Upon the receipt of this decision from Mr. Harahan, a copy of same was sent Mr. Blackmore as mayor of and agent for the citizens of Aplington, and the case is considered closed.

DUBUQUE & SIOUX CITY RAILROAD COMPANY.

Authority for the condemnation of additional grounds at Ehler Station:

On request of the Dubuque & Sioux City Railroad Company, the Board fixed July 25, 1893, to look over the ground at Ehler Station to determine whether the company should be permitted to condemn a strip of land three hundred feet long and fifty feet wide parallel to the right of way and abutting upon the highway, the land being the property of Newton Fuller.

On August 28, 1893, after notice to the owner of the land, and inspection of the premises, the Board issued a certificate signed by their secretary that in the opinion of the Board of Railroad Commissioners, the additional lands described in the application were necessary for the reasonable transaction of the business. The station, freight house and approaches were before this on the right of way, which seemed to the Board to be insufficient for the purpose.

CITIZENS OF RANDS, IOWA,

VS.

DES MOINES, NORTHERN & WESTERN RAILWAY COMPANY.

Petition for better station facilities.

On January 16, 1893, Mr. O. P. Hayes and twenty-nine other citizens of Rands, Calhoun county, filed a petition with this Board asking that the Des Moines, Northern & Western Railway be compelled to grant them suitable station facilities for the transaction of business. The petition more specifically sets forth the deficiency by stating that there is no station or freight house in which passengers can wait or freight be cared for. There is no agent through whom cars can be ordered when needed, and to whom freight can be paid when received, and no one to direct in the distribution of cars to patrons or manage the general freight and passenger business to suit the convenience of the public. On January

24th a copy of the petition was forwarded to Mr. L. M. Martin, the general manager of the defendant road, asking such answer as his company desired to make. On February 2d and 14th Mr. Hayes filed some further reasons why they ought to be recognized in their request, together with a statement of the amount of business done at Rands since August 12, 1892, and the number of cars of hay and grain awaiting shipment.

On February 23rd, the attention of Mr. Martin was again called to the unanswered letter sent him January 24th, and under date of February 27th, Mr. Martin replied: "I have had this matter up with our operating department, and while it was thought somewhat favorably of at the time, yet owing to the snow blockades and other press of business occasioned by the severe storms and cold weather, the matter was not finally disposed of and inasmuch as President Hubbell has gone south for a month or six weeks, I will have to ask you to kindly wait upon us until he returns, when the matter will be taken up and disposed of." April 1st, Mr. Martin was asked if the matter could not be satisfactorily arranged, to which on April 12th, Superintendent F. C. Hubbell replied by saying: "Yours of April 1st to General Manager Martin has been referred to me. Replying to the same I beg to advise you that I have given orders to construct at Rands, a station and a suitable stock yard and have arranged to put in an agent at this station at once."

This reply was forwarded Mr. O. P. Hayes with the request that he kindly advise the Commissioners as to the progress made in the case and on September 8th Mr. Hayes writes: "The railroad company have built stock yards and put in an agent at Rands." So this case is closed.

JOHN PEASE, FARRAGUT, IOWA,

VS.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY.

} *Farm crossing.*

On May 13, 1893, John Pease, of Farragut, filed with this Board a complaint against the Chicago, Burlington & Quincy Railroad, setting forth that the said road had, by its section foreman, closed his farm crossing and refused to re-open the same, and that by said refusal he was placed at a great inconvenience in the cultivation of forty-five acres of corn on the north side of defendant's road, and prayed that he might, through the aid or order of this Board, be granted speedy relief. On May 18th this complaint was forwarded to Mr. W. F. Merrill, general manager of the Chicago, Burlington & Quincy, and on May 26th Mr. Merrill replied: "That it was owing to a misunderstanding on the part of our people in western Iowa that Mr. Pease did not get his crossing opened." Under date of June 12th Superintendent Duggan writes: "I have instructed our roadmaster to attend to the crossing of John Pease, of Farragut, at once." And on June 15th a letter was received from Mr. Pease, stating that the crossing was satisfactorily fixed, and thus this case is considered closed.

GEO. MEHS, BY GEO. B. PHELPS, CLINTON, IOWA,

VS.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

Failure to fence.

On September 10, 1892, Mr. Geo. B. Phelps, of Clinton, Iowa, as attorney for Mr. George Mehs, a farmer of the town of Camanche, filed in this office a complaint against the Burlington, Cedar Rapids & Northern, setting forth that the said defendant company had failed to fence its right of way through the farm lands of his client, and that upon request of said client to make such fence, the defendant company refuses to grant said request, claiming that "they are not obliged to build a fence within the limits of a town or city."

The complaint was forwarded to Mr. C. J. Ives, president of the railway company, who, on October 3, filed his reply, claiming that the fencing of the portion of the road specified in the complaint "would make an unsafe lane near the depot grounds in which stock might be injured and possibly trains derailed." This representation was sent to the complainant who, by Attorney Phelps, replied that "he asked for no new enclosures, but only that the defendant be compelled to build certain fences on their right of way which for the sake of using his abutting lands for a series of years past the plaintiff had been obliged to maintain."

After a somewhat voluminous correspondence with President Ives relating to the matter he filed, on February 8, with the Board, his agreement, stating that "in the spring we will replace this fence with one of our own," and on June 1st, Mr. Phelps, the attorney for the plaintiff, notified the Board that the "fence had been built according to the report of President Ives, for which reason this case may be considered closed."

H. L. TAYLOR, EAST PERU, IOWA,

VS.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Overcharge.

Early in December, 1892, H. L. Taylor, of East Peru, Iowa, filed with this Board his complaint against the Chicago, Burlington & Quincy Railroad, alleging an overcharge on car of immigrant movables and live stock shipped from Houghton, Iowa, to Peru, Iowa, and asked the aid of the Commissioners in securing the refund of the excess charges. The complaint and expense bills were forwarded Mr. Thomas Miller, general freight agent of the said road, requesting his attention to the matter, and on January 28, Mr. Miller replied that Mr. Taylor had been overcharged in freight through the error of their agent at Houghton, and that the matter would soon be adjusted. After some subsequent correspondence Mr. H. L. Taylor filed with the Board on May 10th, 1893, his receipt for \$25.90, amount received for overcharge, and expressed his thanks for the satisfactory adjustment of the matter, and this case may be considered closed.

E. MATHEWS, RANDALIA, IOWA,

VS.

BURLINGTON, CEDAR RAPIDS & NORTH-
ERN RAILWAY COMPANY.*Overcharge.*

In this case appears a complaint of E. Mathews, of Randalia, Iowa, against the Burlington, Cedar Rapids & Northern Railway of overcharge in the shipment of a mixed car of cattle and hogs over the defendant's road to Cedar Rapids, Iowa, and was received in this office September 14, 1892. On September 30, the substance of the complaint was transmitted to Mr. C. D. Ives, general freight agent of said road. Under date of October 7, 1892, Mr. Ives replies to the complaint, admitting the amount was collected as charged by Mr. Mathews and also calling the attention of the Board to the rate promulgated by this Board as the basis upon which the charges were computed.

This explanation of Mr. Ives was forwarded Mr. Mathews, who in reply seemed not yet to understand the difference in charges, whereupon Mr. Ives, upon request of this Board, forwarded a copy of the original expense bill and local distance tariff sheet establishing the correctness of his statements relative to charges. The substance of Mr. Ives' statement has been forwarded to Mr. Mathews.

And as the charges collected by said road are in accordance with the rates established by this Board there is to the said Mathews no overcharge.

RANKS & STERZBACH, REDMON, IOWA,

VS.

BURLINGTON, CEDAR RAPIDS & NORTH-
ERN RAILWAY COMPANY.*Failure to furnish cars.*

On December 22, 1892, Messrs. Ranks & Sterzbach, of Redmon, Iowa, filed with this Board a complaint against the Burlington, Cedar Rapids & Northern, calling the attention of the Commissioners to the fact that as hay shippers they were very poorly supplied with cars for the transportation of their product.

Their complaint was forwarded to Mr. C. J. Ives, the president of said road, asking of him an early consideration of the same. Under date of December 30th Mr. Ives replies quite fully to the charges of the complainants, claiming that under the great pressure for cars they had furnished all cars possible to Messrs. Ranks & Sterzbach, and that there had been no discrimination against them. On January 3d a copy of Mr. Ives' reply was sent the complainants and, as at this date, March 3d, no further communication has been received from Messrs. Ranks & Sterzbach, the case is considered closed.

DAVID HOPKINS, PANORA, IOWA,

vs.

DES MOINES, NORTHERN & WESTERN
RAILWAY COMPANY.

Under farm crossing.

On April 22, 1893, Mr. David Hopkins, of Panora, filed a complaint with this Board setting forth in substance that the Des Moines, Northern & Western Railway runs nearly through the center of his farm on section 16, four miles north of Panora. That by said road a large part of his pasture was separated from his permanent water supply, and that to permit his stock to go to said water supply the railway company had allowed him the use of a passageway in the bridge or trestle work crossing a piece of ground in said pasture. That he had by means of draining at his own expense made the crossing satisfactory, and in his opinion it was a convenience to which he was justly entitled by necessity of water for his stock. And he further complained that the defendant company, after allowing him the use of said crossing for the past six years, were now proposing to close the same by a solid grade, with the exception of a small culvert.

On April 25, a letter was addressed to Mr. F. C. Hubbell, superintendent of the Des Moines, Northern & Western Railway, transmitting the complaint of Mr. Hopkins in full, and also calling his attention to the fact that the case needed his careful consideration at an early date, to which Mr. Hubbell replied on April 27th, "that but a very small amount of water runs in this creek, and in order to make a more permanent road bed, and do away with a high trestle, etc., we intend filling the opening with earth." In closing Mr. Hubbell further alleges that it would cost about \$800 to comply with Mr. Hopkins' request.

This reply was sent Mr. Hopkins on May 3, also notice that the Commissioners would at an early date visit the bridge for an examination, to which Mr. Hopkins made an extensive reply, giving an itemized account of expenses incurred to obtain water, etc.

Conference was had with Mr. Hubbell as to the time that would suit his convenience to accompany the Commissioners in making this examination, to which Mr. Hubbell replied, asking that the Commissioners would defer their visit until he could have an opportunity to meet Mr. Hopkins and make a personal examination of the premises, which request was granted, and under date of May 18, Mr. Hubbell writes: "I have visited the farm of Mr. David Hopkins, and found the situation considerably different from what I supposed, and have agreed with Mr. Hopkins to so rebuild a portion of our bridge that he can have a cattle pass." So that with the fulfillment of this agreement this case may be considered satisfactorily closed.

CITIZENS OF TRIPOLI, IOWA,

vs.

CHICAGO GREAT WESTERN RAILWAY
COMPANY.

Failure to remove snow—delay of trains.

During the snow blockade in early February Governor Boies received a telegram from twenty business men of Tripoli, setting forth that the Chicago Great Western Railway were neglecting to remove the snow from their branch road

from Sumner to Hampton. The governor sent the message to this office, requesting the Commissioners to give it attention. On February 8th (the same day it was received), the substance of the communication, with a request that it might receive prompt attention, was forwarded to Mr. J. M. Egan, president of said road, to which, on the 9th of February, Mr. Egan replied that they had one hundred men shoveling snow every day when it was possible for men to work. That they were doing all in their power to relieve the towns along the line named in the complaint. This reply was forwarded to the business men of Tripoli and, as the Commissioners received information by telephone that the obstructions were removed, this case is closed.

J. S. GALLAGHER AND OTHERS, WESLEY, IOWA,

VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

} *Station service.*

On January 26, 1893, Mr. J. S. Gallagher and seventy-five other citizens of the town of Wesley filed a complaint with this Board against the Chicago, Milwaukee & St. Paul Railway, asking for better station services, and that a night operator be placed in charge at Wesley, whose business it should be to attend to the shipping of stock, keeping the station open, etc., during the night.

On February 3d a copy of the complaint was transmitted to Mr. A. J. Earling, general manager of the road, requesting his attention to the same.

On February 28th Mr. Earling's attention was again called to the matter, as he had up to this time failed to reply, and on March 10th he replies, saying: "Arrangements have been made to have a man on duty during the night at Wesley.

On March 15th this information was sent to Mr. Gallagher, asking him to "reply immediately if he had anything further to lay before the Board."

On April 5th Mr. Gallagher replied, saying: "The railway company complied with your request, and since the middle of last month we have had a night operator and the people are thankful and satisfied."

As the prayer of the petitioners has been satisfactorily answered, this case may be considered closed.

J. L. CORDELL, ROAD SUPERVISOR,
BOONE, IOWA.

VS.

DES MOINES, NORTHERN & WESTERN
RAILWAY COMPANY.

} *Highway crossing.*

On September 1, 1892, the following complaint was filed with this Board by J. B. Whitaker, of Boone, as attorney in the case:

Before the Board of Railway Commissioners, State of Iowa:

J. L. CORDELL, ROAD SUPERVISOR, AND
OTHERS, OF DISTRICT NO. 7, DES MOINES
TOWNSHIP, BOONE COUNTY, IOWA,
Plaintiffs,

vs.

THE DES MOINES, NORTHERN & WESTERN
RAILWAY COMPANY,
Defendants.

Complaint.

The plaintiffs respectfully state unto said Board of Railway Commissioners, as follows:

First.—That J. L. Cordell is the duly elected, qualified and acting supervisor of District No. 7, Des Moines township, Boone county, Iowa, and that the other complainants are citizens of Boone, Iowa, and personally interested in the matters hereinafter complained of.

Second.—That located in said road district is a road running along the west and south sides of section 35, township 84, range 26. That said road is a public highway, now used and traveled as such, and has continuously, for over twenty years, been used as such. That said road is about three miles from the city of Boone, Boone county, Iowa, and is one of the main traveled roads leading to that city, which is the county seat, and of a population of about 7,000. That said road was so traveled and used by the public for a large number of years before being crossed by the said defendant railroad company as hereinafter named.

Third.—That about ten years ago the defendant railroad company or its assignors, erected, constructed, and is now maintaining a railroad track on the said highway south of said section 35, and over said highway on the west side of said section 35. That on said railroad crossing on the south side of said section said company's railroad track now used by them was placed at a height of eight or ten feet above the level of the highway, and defendant has undertaken to make the said highway passable over said track by filling in a small quantity of dirt on both sides of said track. But your complainants allege that they have never placed sufficient dirt on both sides of said track to make it safe and convenient for public travel on both sides of said track, and the same is now in such a condition as to make it almost impossible for loaded teams to pass over said railroad track by reason of the steep grade reaching the same on both sides of said track, and by reason of insufficient dirt being placed on both sides of said track. And complainants further allege that said highway crossing over said track is so narrow as to be unsafe for teams passing over the same, and too narrow for teams to pass on the same.

Fourth.—And your complainants further allege that said company, in order to cross the highway on the west side of said section, erected a trestle above said roadway. Said trestle being erected by driving piles in said highway and erecting bents on top of said piles and placing the railroad timbers and track on top of said bents. That said bents are constructed diagonally across said highway. And in erecting said trestle work they have erected and maintained about six bents in said highway so close together as to make it impossible to drive teams loaded with hay or empty hay racks or with farm machinery, between said bents. That all of said bents obstruct and interfere with travel on said highway. That the said trestle work is built so low that loads of hay and other high loads cannot be driven under the same.

Fifth.—That on the . . . day of July, 1892, said J. L. Cordell, as road supervisor as aforesaid, served notice on said railroad company requiring them to so alter, change and repair said highway crossing so as to make the same fit and suitable for travel, and has at many times prior thereto verbally requested said railroad company through its agents to put said railroad crossing in fit condition for travel over or under the same. That said railroad company refuses to make any change in the same or in any manner comply with the law in the erection and maintenance of its crossings over the highway at said places.

Wherefore the complainants request that said Board order and require said railroad company to erect and maintain suitable, safe and convenient crossings over said highways, and to so alter and change said overhead crossings so that the same will not be an obstruction and interference to travel on said highway, and make such other and further orders in the matter as said Board may deem proper and requisite in the matters herein complained of.

(Signed)

J. L. CORDELL,

Road Supervisor District No. 7, Des Moines Twp., Boone Co., Iowa.

On the same day a copy of the foregoing was forwarded to Mr. F. C. Hubbell,

general superintendent of the defendant company, with the request that the matter be investigated and such reply filed as he might desire to make.

On September 13th Mr. Hubbell says, "I will be able to answer same within a very few days, as soon as our new roadmaster makes himself familiar with the case." A copy of the reply was sent Attorney Whitaker, who, in a communication under date of September 19th, says, "It is simply a repetition of the promises made by the agents here for nearly two years." On September 30th the attention of Mr. Hubbell was again called to the matter asking him if his investigations had been concluded.

October 3d, Mr. Hubbell for answer filed the following: "At the point where we cross the highway by trestle bridge we find that the roadway has been raised to a considerable extent by the road supervisor, making it higher than any other part of the ground in that part of the road. In our opinion it is no more than right that the road supervisor remove this dirt, which was placed there at some previous time, which will give sufficient head room. In regard to the bents in this bridge will say, that if we can make the matter satisfactory to the supervisors by changing the bents so as to make them run parallel with the highway we would agree to rebuild the bridge in that manner early next spring." With this assurance the case rested till the spring of 1893, when early in May the attention of the Commissioners was called to the fact that nothing had been done, and they notified the parties interested that on Tuesday, May 16th, they would make an examination of the crossing and hear parties complaining.

In accordance with the notice the full Board visited the location, made such examinations as they considered necessary, heard the complaint of citizens wishing frequently to use the crossing, setting forth in substance that the passage way was both too narrow and too low for the use and convenience of the public. The Commissioners ordered some measurements of height and width of passage way made which proved to be nine feet and six inches in height and ten feet in width. Under date of June 1, Mr. Hubbell's attention was directed to his promise of October 3, 1892. He was also notified of the result of the measurements of height and width of roadway taken by the Commissioners, closing with these words: "It would appear that the time was suitable for making this under-crossing passable for hay and other high loads. Please notify the Commissioners what you intend to do in this matter."

To which, early in June, Mr. Hubbell replied as follows:

Hon. W. W. Atsworth, Secretary of Board of Railroad Commissioners, City.

DEAR SIR—Referring to yours of June 1st, with respect to crossing over highway near Boone, beg to advise you that the new bridge is now in the course of construction and will be finished in less than one week.

The new roadway under the bridge will be thirty-two feet wide. I have had a personal interview with the road supervisor of that district and I have arranged with him to take out the dirt which was put in under the bridge, to make deep ditches on the side, and to make proper culverts to take care of the water. I have agreed to furnish him with stone and cinders for macadam under the bridge. He has expressed himself as entirely satisfied with this arrangement and he is now at work at the bridge.

Yours truly,

F. C. HUBBELL,
Superintendent.

After some further correspondence with Mr. Whitaker, the attorney, and Mr. Cordell, the complainant, in reference to the completion of the work, Mr. Cordell writes, on August 30th, "The crossing is now completed and is satisfactory," and this case is closed.

A. D. STEWART,

vs.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Excess passenger fare.

Under date of July 15, 1893, Mr. A. D. Stewart filed his complaint, accompanied by his affidavit, stating that on July 14th he purchased a ticket at Perry of the defendant company's agent, which ticket entitled him to ride on train No. 12 from Perry to Herndon, and from thence (by a coupon attached), over the Des Moines, Northern & Western to the station of Yale. He further alleges that Conductor Kelley, of said train No. 12, took up his ticket and refused to give him a check or coupon entitling him to a ride from Herndon to Yale over the Des Moines, Northern & Western railroad. That the conductor of the train on the last named road refused to recognize his right to ride from Herndon to Yale, whereupon he was compelled to walk, the same being greatly to his inconvenience and detriment.

On the same date, viz., on July 15th, a copy of the complaint was forwarded to Mr. A. J. Earling, the general manager of the Chicago, Milwaukee & St. Paul Railroad Company, requesting him to give the matter his early attention and file such reply as he might desire to make with the Board. Under date of July 24th Mr. Earling says: "Conductor W. C. Kelley states positively that he gave Mr. Stewart the coupon reading from Herndon to Yale via the Des Moines, Northern & Western railway. This is confirmed by the fact that when the ticket was received by our ticket auditor at Chicago the Des Moines, Northern & Western coupon was detached. The train left Perry at 10:45 P. M. The conductor, when collecting fares, was obliged to awaken Mr. Stewart who was lying down asleep in the caboose. After getting the ticket he went to his desk where his ticket punch was, and when he returned he had to again awaken Mr. Stewart to hand him back the coupon. After the train had left Jamaica and was approaching Herndon, the conductor had to again awaken him so he could get off at that station. It is evident that Mr. Stewart lost the coupon after it was returned to him."

Mr. Stewart was furnished with a copy of Mr. Earling's reply, and was requested to make any reply he desired to make by early mail.

Under date of August 19, Attorney T. S. Smith, of Yale, appeared by petition for Mr. Stewart, claiming substantially the same damage, and setting forth the same grievance as was contended for in Mr. Stewart's original complaint, to which the following was directed by the board:

August 25, 1893.

"T. S. Smith, Attorney for A. D. Stewart, Yale:

DEAR SIR—Referring to yours of August 19, in regard to the complaint of A. D. Stewart against the Chicago, Milwaukee & St. Paul, I am directed to state to you that inasmuch as there is a dispute in regard to the facts in the case, the company holding to one position and the complainant making a statement of the opposite character, the question of fact in the case will have to be determined in a court of the proper jurisdiction.

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary."

Which may be considered as closing the case, without prejudice to the parties interested.

Railroad gal 47

J. A. WILCOX, FOR PETITIONERS, SAN-
BORN, IOWA,

vs.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Overflow.

On June 27, 1893, Mr. J. A. Wilcox, of Sanborn, Iowa, addressed a communication to the Commissioners stating that he had been requested to call the attention of the Board to the fact that the Chicago, Milwaukee & St. Paul Railway Company had constructed its roadbed across a natural waterway in such a manner as to completely close the same, causing the water to overflow adjoining land, to the damage of adjacent property owners. The matter was laid before General Manager A. J. Earling of the Chicago, Milwaukee & St. Paul Railway Company, and on July 5, 1893, he advised the Board that instructions had been given to have the culvert put in at the place in question, or to provide proper drainage by digging a ditch to carry off the water. On August 12, 1893, Mr. Wilcox, writing for the petitioners, informed the Board that "all difference relative to the culvert through the embankments of the Chicago, Milwaukee & St. Paul Railway have been adjusted by the said company constructing the culvert."

Des Moines, Iowa, August 14, 1893.

JOHN SHAY, MALOY, IOWA,

vs.

CHICAGO, ST. PAUL & KANSAS CITY
RAILWAY COMPANY.

Stock killed.

On July 11, 1893, the attention of the Board was called to a loss alleged to have been sustained by Mr. John Shay, of Maloy, on account of stock killed by the Chicago, St. Paul & Kansas City Railway, said to have been on account of the bad condition of the company's fence that passes through Mr. Shay's farm. The loss is placed at \$70, and the Commissioners were requested to lay the matter before the company, which was done. After some correspondence Mr. Shay notified the Commissioners that "all his claims had been settled."

HUXLEY, CITIZENS OF, BY O. L. HATTE-
BERG,

vs.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

*Obstruction to water-course and over-
flow.*

On October 5, 1893, Mr. O. L. Hatteberg, for himself and "all people of Huxley, Iowa," addressed a communication to the Board which stated in substance that they were having some difficulty with the Chicago, Milwaukee & St. Paul Railway Company, on account of the fact that the latter "will not give us an outlet for the water in order to drain our streets. The only run for water is across

the right of way, but the railroad company have made a ditch on the north side of the track, leading the water east along their road. This is an old ditch connecting the company's ditch with ditches left from grading the street running east and west on the north side of the right of way. All we ask is to make this old ditch about one foot deeper, in order to run out all the water from the ditches along said street, but they will not let us do it. They say we can take the water through the right of way in sewer pipes at our own expense if we want to, but we believe this unnecessary expense, as it will not hurt the railroad company one penny if we make the said old ditch a little deeper."

This matter was laid before A. J. Earling, general manager of the Chicago, Milwaukee & St. Paul Railway Company, and on October 10, 1893, the following communication was received from him.

CHICAGO, October 10, 1893.

"W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR:—Referring to your letter of the 6th inst., enclosing copy of a communication from O. L. Hatteberg, of Huxley, Iowa, I beg to say that an arrangement will be made to permit the parties interested to carry the water across the company's station grounds and right of way by a ditch to be located at a point most convenient for the company as well as for the town.

Yours truly,

A. J. EARLING,
General Manager.

On November 4th Mr. Hatteberg was requested to state whether the work referred to in Mr. Earling's letter had been completed, and on November 9th he stated that "the railroad company have made some arrangement with our road supervisor to drain our street. So we will have to say this case is settled."

J. H. SMITH, IRA, IOWA,

vs.

CHICAGO GREAT WESTERN RAILWAY
COMPANY.

} Open farm crossing.

On August 15, 1893, Mr. J. H. Smith of Ira, called at the office of the Board and made the following statement:

"Own farm, section 6, 80, 20. My case is this: I have a contract with the Diagonal Railroad Company, the Chicago Great Western, that passes through my place, that provides for a wagon private crossing with cattle-guards, and of course they don't like to do that unless there is special reason for it. This is a special contract between myself and the superintendent of the road, made about the time they fenced through. I have had no trouble with them; my dealings with them have been very amicable and fair. They killed some stock for me, and they have been reasonable about it, but they take ample time to be reasonable, and when they fenced it they proposed going on without giving me cattle-guards for crossing. My settlement for right of way provided for two crossings wherever I might locate them. That settlement is contained in my deed of right-of-way. I objected to their fencing without making any provision for right of way and they went to another job near Marshalltown, and the superintendent then came down to see me. I insisted on having cattle-guards for this reason, that my crossing traverses the track at an acute angle at a fill of about five feet, about the center of my place, the grain fields being beyond; where the track is it is permanent pasture; I keep that as permanent pasture on both sides, but the bulk of it is opposite my buildings. We talked it over and he agreed finally to give me a crossing with cattle-guards, but I did not get it for nothing. I had a claim against the company at that time for damage, as a train had run into a bunch of horses injuring one. My claim for damage on that was \$150; of course horses were higher then than now. In consideration of getting my cattle-guards, my

crossing as I wanted it, I waived half of that claim and further than that, at such times as I am hauling hay or grain in threshing time, when I am using the crossing ten or eleven times a day, the contract gives me the privilege of keeping those gates open. I admitted another concession in there, that when those gates were left open if my stock was injured or killed during that time I would suffer half the loss. It went along until last fall they filled up the pits. I spoke to the section foreman about it and he thought perhaps they expected to put in bars instead of the pits. That was simply a supposition of the section foreman, there was no promise on the part of any one who was authorized to make such promise. That suited me all right. Early in May, 1893, I don't remember the date exactly, it was along early in May, they tore out the fences, pulled up the posts and a few days after that they tore up the planks; the section foreman did when he put in new ties. I told him it would soon be haying time and I must have the planks, he promised to have them fixed up. When haying time came I found it that way and I had to cross there so I had to plank it myself. There has been no move to restore the crossing or cattle-guards. I have another crossing or runway under a bridge, but there are times in the spring and very rainy seasons when it is very muddy and stock has great difficulty in getting through, especially colts; at such times it has been my practice to take them through the gates, but this spring I had to let them scramble through the best they could. Two men couldn't handle them across the track with the crossing as it is at present. I had the one over-crossing and the under-crossing simply for stock; teams can't use it. The gates are mine on the grade crossing; I made the gates, keep them in repair and keep them shut except as I am using them constantly."

(Mr. Smith filed copy of contract referred to and a sketch showing location of land, railroad, crossings, bridge, etc.)

A copy of the foregoing statement was filed with President J. M. Egan, of the company, whose reply is set out below:

ST. PAUL, MINN., August 31, 1893.

"Mr. W. W. Atsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of August 15th, relative to complaint of Mr. J. H. Smith, of Ira, in regard to grade crossing on his farm. Matter was referred to our chief engineer, with instructions to look up contract or agreement with Mr. Smith, and if he was entitled to the crossing to have same put in. Under date of the 29th, chief engineer informs me that he has had the matter investigated, finds Mr. Smith entitled to the crossing, and has ordered the same put in without delay.

We regret sincerely that Mr. Smith has been inconvenienced as stated in his letter, as he has undoubtedly good cause for complaint, but puts his complaint in such a reasonable light that we are glad to comply with the terms of the contract. I trust this will prove satisfactory to Mr. Smith, and that he will have no further cause for complaint against us, if he should and will communicate with us we shall certainly take pleasure in doing anything within reason for him.

Yours truly,

JOHN M. EGAN,
President and General Manager."

After some intervening correspondence between the complainant and the railway company, the following letter was received from complainant on November 2d, which closes the case:

Ira, October 31, 1893.

"Board of Railroad Commissioners:

GENTLEMEN—In the case of *J. H. Smith vs. Chicago Great Western Railroad Company* (Diagonal), I take pleasure in reporting to you that said railroad company have complied with the terms of the contract, having on yesterday completed the replacing of the crossing, cattle-guards and connecting fences in a substantial and satisfactory manner, and I am now ready to say the case may be closed.

Very respectfully yours,

J. H. SMITH.

ELI MILEY, BENTON, IOWA,

VS.

CHICAGO GREAT WESTERN RAILWAY
COMPANY,

Damage to stock in transit.

Messrs. Reynard Bros., of Creston, Iowa, attorneys for Eli Miley, filed with the Commissioners the following complaint:

CRESTON, IOWA, July 8, 1893.

"Honorable Board of Railroad Commissioners for Iowa:

SIRS—During the month of April or May of this year, Eli Miley loaded a car of horses at Benton, on the line of the Chicago Great Western, destined to some point in Kansas. After the horses had been loaded the engine ran south from the train standing on the main track, backed north to the car of horses, pulled the car of horses out onto the main line and ran back with such force that three of the horses at the rear end of the car were thrown down. The conductor pulled the train out for the south, and at the next station, Maloy, it was found that one of the horses had a broken leg. The car of horses was run onto the switch at Maloy, the mare was taken from the car and shot (first having been appraised at \$125) by the conductor. The company is undoubtedly liable for the value of the mare, \$125. We have notified the company but have received no reply. I ask you to call the company's attention to the case, as a lawsuit is useless in this case so far as the company is concerned.

Hoping to hear from you, I am

Yours respectfully,

REYNARD BROS.,
Attorneys for Plaintiff.

This matter was laid before the railway company for attention, and on November 17, the following letter was received from Mr. Miley's attorney: "In reply to yours of November 10, 1893, will say that the claim of Eli Miley has been paid in full, and you may consider the case closed."

A. G. HOFFMAN, PLATO, IOWA,

VS.

BURLINGTON, CEDAR RAPIDS & NORTH-
ERN RAILWAY COMPANY.

Demurrage charges.

"PLATO, IOWA, October 4, 1893.

Is it legal for the Burlington, Cedar Rapids & Northern Railway to charge \$1.00 per day for holding a car to load over forty-eight hours or unloading, and does it make any difference whether it is raining or not? Also if they can charge us \$1.00 per day for over-time? Are they required to pay anything for not sending the cars out when they are loaded? I loaded a car of oats here for Chicago, and it was raining and I had to keep it three days over-time, and when I got it loaded they kept it two and one-half days longer and charged me three dollars for over-time. Now, I think if they are allowed to charge over-time I should be allowed also for their not sending it out. If you will please reply to this I will be greatly obliged.

Yours truly,

A. G. HOFFMAN."

DES MOINES, October 10, 1893.

A. G. Hoffman, Plato, Iowa:

DEAR SIR—Your letter of October 4th, to the Board, duly received. Your first question is, can the railroad company charge you one dollar per day for the use of a car after a period of forty-eight hours from the time the car has been placed at your disposal? The Commissioners are of the opinion that after a reasonable time given to load a car, that the railroad company is entitled to pay for its use. The carrier is under no obligation to furnish cars for warehouse purposes, and it is believed that forty-eight hours is long enough for the purpose of loading or unloading.

Your next question is, are you not entitled to compensation for delay in moving the car after it is loaded. If you are injured by the unreasonable delay of the company in moving your produce, the law of the carrier would give you damages, the measure of damages would

REPORT OF RAILROAD COMMISSIONERS.

be the loss that you could prove you suffered by unreasonable delay or neglect. The carrier does not by his contract usually undertake to deliver in a limited time, but the time must be reasonable, all circumstances being considered. In determining the measure of damages a court would take into consideration the conditions. Common consent and usage has for years settled upon forty-eight hours as the limit that a car may be held without demurrage

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

O. H. MONTZHEIMER, PRIMGHAR, IOWA }

vs. }

Demurrage charges.

ILLINOIS CENTRAL RAILROAD CO. }

PRIMGHAR, IOWA, October 23, 1893.

W. W. Ainsworth, Secretary, Des Moines, Iowa:

DEAR SIR—Can you inform me if the Board of Railroad Commissioners have ever determined as to what amount is a reasonable demurrage charge for cars on side tracks. As you are probably aware, the railway companies are in the habit of charging as much per diem for each car that is detained in unloading after a specified time—usually forty-eight hours after delivery. I have a client troubled with what he considers excessive charges in this matter in the eastern part of the State. The Illinois Central at Primghar have a regulation charging \$3.00 per day, but it is a dead letter, and never enforced nor collected. The trouble in the case referred to is with coal cars and the unloading of coal. I fail to find any ruling of the Commissioners on the subject excepting the ruling in the case of Bebbington, as reported on page 843 Railroad Commissioners' Report for 1892. Trusting I may be favored with an early reply, I am

Respectfully yours,

O. H. MONTZHEIMER,

DES MOINES, IOWA, October 25, 1893.

"O. H. Montzheimer, Primghar, Iowa:

DEAR SIR—In reply to yours of the 23rd inst., I am directed by the Commissioners to say that in the report of this Board for 1887, page 783, you will find a decision of this Commission bearing upon the subject of the so-called demurrage charges.

In a recent letter to another party on this subject the Commissioners say: "Your first question is, Can the railroad company charge you one dollar per day for the use of a car after a period of forty-eight hours from the time the car has been placed at your disposal? The Commissioners are of the opinion that after a reasonable time given to load a car that the railroad company is entitled to pay for its use. The carrier is under no obligation to furnish cars for warehouse purposes, and it is believed that forty-eight hours is long enough for the purpose of loading or unloading."

If you have not the report of this Board for 1887, and will drop this office a line to that effect, copy will be sent you at once.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

PETITION FOR INSPECTION OF BUTTER AND EGG SHIPMENTS.

COMPLAINT OF DISCRIMINATION.

On January 10, 1893, the following communication was filed with the Board.

OTTUMWA, IOWA, January 10, 1893.

To the Honorable Board of Railroad Commissioners of Iowa:

We would ask that you require the various railroads of southern Iowa to have inspection of freight for all butter and egg shipping points in said territory. The following places have no inspectors: Keokuk, Farmington, Mt. Pleasant, Fairfield, Brighton, Washington, Sigourney, Oskaloosa, New Sharon, Pella, Albia, Chariton, Leon, Osceola, Creston, Villisca, Red Oak, Clarinda, Murray, Bloomfield.

The railroad companies claim that it is not possible to place men at all points. Keokuk is a city of fifteen thousand population and they surely should have an inspector, if Ottumwa has two. We would suggest that the railroads have an inspector go to their various stations where butter and eggs are shipped and check up the tonnage once a week and see at what weights they are billing butter and eggs.

We have been reliably informed that some points are billing from 1,000 to 3,000 pounds less on the carload for the same number of tubs than our inspectors bill out our freight.

Our business has been unjustly discriminated against and we ask that it cease immediately, as it has already cost us thousands of dollars, not only in weights but in classification. Inspectors raise rate on butter in packages that have cloth covers to double first class and where there are no inspectors it goes through as second class when it is billed second class, which is often done by the various agents.

(Signed)

BAKER BROS.
SAM'L LILBURN & CO.

Copy of the foregoing statement was sent to the general managers named below, and accompanied in each case by the following letter of transmittal on January 12, 1893:

To

E. C. Murphy, General Manager H. & S., Clarinda, Iowa.
E. F. Potter, Superintendent C., Ft. M. & D. M. R. R. Co., Ft. Madison, Iowa.
W. C. Brown, General Manager St. L., K. & N. W., St. Joseph, Mo.
A. C. Goodrich, General Manager K. & W., Keokuk, Iowa.
C. H. Ackert, General Manager Iowa Central R'y Co., Marshalltown, Iowa.
Chas. M. Hays, General Manager Wabash R. R. Co., St. Louis, Mo.
A. J. Earling, General Manager C., M. & St. P. R'y Co., Chicago, Ill.
W. F. Merrill, General Manager C., B. & Q. R. R. Co., Chicago, Ill.
E. St. John, General Manager C., R. I. & P. R'y Co., Chicago, Ill.

DEAR SIR.—Enclosed please find copy of the complaint of Baker Bros. and Sam'l Lilburn & Co., of Ottumwa, Iowa, in regard to inspection of butter and egg shipments at the points therein named.

Your attention is particularly called to the charge made of unjust discrimination.

Will you please investigate this matter and make such reply thereto as you may desire to file with the Board in the case.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the Board.

The answers of the various railroad companies complained of are here inserted, copies of the same having been forwarded to complainants as they were received:

KEOKUK, IOWA, January 14, 1893.

W. W. Ainsworth, Secretary of Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN.—In reply to your letter of January 12th, relative to the complaint of Baker Bros. and Samuel Lilburn, of Ottumwa, Iowa, in regard to inspection of butter and eggs shipped at various points, I beg to say that I do not know what benefits the railroad companies could secure by having an inspector appointed at Keokuk for these shipments. I do not know in what way there is any discrimination practiced against Ottumwa. We have no joint billing arrangements with other companies reaching Ottumwa, and I am unable to give you any information in regard to the matter.

Respectfully yours,

A. C. GOODRICH,
General Manager K. & W. R'y Co.

MARSHALLTOWN, IOWA, January 17, 1893.

Mr. C. H. Ackert, General Manager, Building;

DEAR SIR.—Returning herewith enclosures in regard to inspection of butter and eggs. All shipments of butter and eggs, and other dairy products, originating at points on the Iowa Central road destined to Peoria, Chicago, or to eastern points, are inspected and weighed by a duly authorized officer of either the Western Freight Association or Joint Rate Inspection Bureau, who sees that the shipments are properly rated and classified, and that actual weights on these shipments are obtained.

(Signed)

Yours truly,

A. F. BANKS
Traffic Manager.

Referred to the Board by C. H. Ackert, general manager Iowa Central Railway Company.

CHICAGO, January 18, 1892.

Mr. W. W. Ainsworth, Secretary of Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—I am in receipt of your letter of the 12th inst. addressed to our general manager, and enclosing copy of letter from Baker Bros. and Samuel Lilburn & Co., both of Ottumwa, Iowa, asking that you require the railroads of southern Iowa to have inspection made at various points from which butter and eggs are shipped, and mentioning particularly Keokuk, Farmington, Mt. Pleasant, Fairfield, Brighton, Washington, Sigourney, Oskaloosa, New Sharon, Pella, Albia, Chariton, Leon, Osceola, Creston, Villisca, Red Oak, Clarinda, Murray and Bloomfield; also saying that petitioners are reliably informed that some points are billing from 1,000 to 3,000 pounds less per car for the same number of tubs than is being charged from Ottumwa, and that their business has been unjustly discriminated against in consequence.

In reply I beg to say that this company has no lines to any of the towns mentioned except Ottumwa, and there is presumably comparatively little interested. I beg to say, however, that it is not probable that all the roads are knowingly permitting property to be billed at less than actual weight, or at less rate than is demanded by the classification. If any such practices are being indulged in the shippers are misrepresenting the weight or the quality of the goods shipped, and this complaint is practically a request that the parties in these outlying towns be estopped from stealing from the railroads, and if the complainants will give evidence on which they base their conclusion that such stealing is going on, there is not the least doubt that the railroads will adopt the necessary measures to protect themselves.

Yours truly,

E. P. RIPLEY.

THE WABASH RAILROAD COMPANY.

ST. LOUIS, January 27, 1893.

Mr. W. W. Ainsworth, Secretary, Des Moines, Iowa:

DEAR SIR.—Replying to yours of the 12th, with copy of the complaint of Baker Bros. and Samuel Lilburn & Co., of Ottumwa, Iowa, in regard to inspection of butter and egg shipments at the points therein named, I have to advise that there are no butter and egg shipments from Iowa territory in carload lots from any other point than Ottumwa. Of the butter and egg shipments from our other Iowa territory, Moulton, Bloomfield, West Grove and Belknap, 95 per cent of it goes to the firms of Baker Bros. and Lilburn, at Ottumwa. Therefore the complaint entered certainly does not apply to our line.

(Signed)

Yours truly,

C. H. HAYS,
General Manager.

CHICAGO, February 13, 1892.

Mr. W. W. Ainsworth, Secretary Iowa Railroad Commissioners, Des Moines:

DEAR SIR.—Referring to your communication of the 12th of January enclosing complaint of Samuel Lilburn & Co. and Baker Bros., of Ottumwa, with regard to inspection of butter and egg shipments at the points named therein. The matter at Keokuk has been adjusted. An inspector has been put on at Keokuk, Quincy and Hannibal, with the idea of watching butter and egg shipments; and he also makes corrections in billing in Streater.

We have never heard that underbilling has been practiced at points competitive between us and the Rock Island, namely, Fairfield Washington, etc., and so far as this company is concerned, we are charging actual weights at all points. We are therefore averse to putting on inspectors at the interior points mentioned in the complaint, as it would simply increase expenses without, we believe, making any difference in the facts, as we are satisfied that there is no underbilling going on at these points.

Yours truly,

W. F. MERRILL,
General Manager."

The answer of the Keokuk & Western Railway Company was submitted to complainants and their reply thereto is given below:

OTTUMWA, IOWA, January 26, 1893.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—Your favor of January 15th and 23d received with copy of letter of A. Goodrich, general manager Keokuk & Western. Mr. Goodrich says that they have no joint billing arrangement with other roads reaching Ottumwa. We know this, but he does not deny that Keokuk shippers are not benefited by there being no inspectors stationed there. As regards Mr. Ripley's letter, asking us to furnish evidence of under billing, what we stated in our complaint we received from shippers and other parties who had a chance to know. We have not

personally seen the billing but we do know it has been the custom for railroad companies to take freight at less than actual weight at competing points and non-competing points where there were packers. They do it to draw business from other lines. We only ask that they put inspectors at the larger places, and that they appoint inspectors to go to the minor points and check up their business once a week. We do not claim to be perfect at Ottumwa, but think we are as honest as the other shippers at various points named. We know that we are unjustly discriminated against and would suggest that Mr. Carman, of the Western Weighing Association, put a man on the road and investigate the billing at the various stations. He can weigh the packages of the shippers and compare them with the billing. It is not our business to spend our time and money to get evidence for the railroad companies to make them do a simple act of justice. * * *

Very respectfully.

BAKER BROS.

Upon receipt of the above communication the case was laid before the Western Railway Weighing Association and Inspection Bureau, whose answer is as follows:

DES MOINES, IOWA, March 9, 1893.

Geo. L. Carman, Superintendent Western Railway Weighing Association and Inspection Bureau, Chicago, Illinois:

DEAR SIR.—Inclosed please find copy of complaint of Messrs. Baker Bros. and Samuel Lilburn Co., of Ottumwa, Iowa, regarding the matter of inspection of butter and egg shipments, originating at the points therein named. Also copy of a further communication from Baker Bros., of Ottumwa, bearing upon the same question, of date January 26, 1893, the matter being laid before you for such investigation and reply as you may desire to file with the Board.

BY ORDER OF THE BOARD.

W. W. AINSWORTH,

Secretary.

CHICAGO, March 20, 1893.

W. W. Ainsworth, Esq., Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—Your letter of the 9th inst., attaching complaints of Baker Bros. and S. Lilburn & Co., of Ottumwa, was presented for consideration of the executive committee of this Association on Saturday last. The committee recognized the importance of the complaints entered, and have instructed me to arrange for inspection of shipments from points outside of Keokuk, in so far as we can get the concurrence of the lines in interest to authorize expenditure for such inspection.

Every effort will be made to put this arrangement in effect at an early date.

Yours truly,

GEO. L. CARMAN,

Superintendent.

It appearing from the above that the matters complained of have been adjusted, the case is regarded as closed.

JOHN GLAYS, LIBERTYVILLE, IOWA,

VS.

CHICAGO, FT. MADISON & DES MOINES,
RAILWAY COMPANY.

} Open farm crossing.

The following complaint, together with certain correspondence between complainant and the general manager of the respondent, the Chicago, Ft. Madison & Des Moines Railway Company was filed with the Secretary, who was asked to lay the matter before the Board and advise the parties of the proceedings had in it:

Before Iowa Board of Railway Commissioners.

JOHN GLAYS

vs.

CHICAGO, FT. MADISON & DES MOINES RAILWAY CO.

} *Complaint.**To the Honorable Board of Railroad Commissioners of the State of Iowa:*

Your complainant, John Glays, respectfully represents as follows:

That he is a citizen of Jefferson county, in the State of Iowa, residing near Libertyville, in said county, and owns a farm on which he resides.

That when the Chicago, Fort Madison & Des Moines Railway Company was constructing its line of road through said county in the year A. D. 1892, it desired the right of way over his lands, and he granted the same for certain good, and in his eyes, at that time sufficient considerations, among which was the undertaking of said company to put in and maintain a cattle-guard crossing, with the necessary wing fences to the same at the private road crossing leading to his premises and between the farms of Marion Hughell and Reuben Ellmaker. That one E. H. Skinner was the right of way agent for said company, and procured the right of way from complainant through his farm, and as a part of the contract for the granting of said right of way said Skinner, in the name of the company, and by its authority, executed and delivered to this complainant a paper, of which the following is a true copy, to-wit:

BATAVIA, IOWA, December 28, 1892.

As a part consideration for the right of way across the property of John Glays, the Chicago, Fort Madison & Des Moines Railway agree to put in and maintain a cattle guard crossing with the necessary wing fences to the same at the private road leading to the above property, and situated between the farms of Marion Hewell and Reuben Ellmaker.

(Signed)

CHICAGO, FORT MADISON & DES MOINES RAILWAY COMPANY.

By E. H. SKINNER,

Right of Way Agent.

Complainant further represents that the defendant company accepted the right of way over complainant's farm under the contract so made by its agent, E. H. Skinner, and built its railroad across his lands and is using the same. But that it has failed to carry out said contract in reference to his crossing. That it has failed and refuses to put in cattle guards or wing fences at said crossing, though requested by complainant to do so, as will be shown by the letter of the defendant's general manager, a copy of which is hereto attached.

That there is a fill of about ten feet at said crossing, and the defendant has left a gate-way about sixteen feet wide crossing the road at an angle, which leaves only about twelve feet in actual width. And that he is unable to pass through said gate-way with his binder, as he is required by the necessities of his occupation as a farmer. That the private roadway referred to in said contract set out above is about thirty-three feet in width. And he believes he is entitled to have an open crossing for the full width of said road way, with the cattle guards and wing fences as provided in his contract.

He very respectfully prays your honorable Board to call upon the defendant for an answer to this complaint, and that you order it to put in and maintain for him a crossing for the full width of the private road referred to in the contract, and to make the crossing with cattle guards and wing fences and such other relief as he may be entitled to have.

(Signed)

LEGGETT & MCKEMEY,
Attorneys for Complainant.

(Verified by John Glays).

Copy of letter of defendant's general manager referred to.

CHICAGO, FORT MADISON & DES MOINES RAILWAY, }
FORT MADISON, IOWA, July 6, 1893. }

John Glays, Esq., Libertyville, Iowa:

DEAR SIR,—Replying to your letter of the 1st, to Mr. Hutchinson, would say that I find a regulation crossing has been put in at your place. I do not know what width would be required to accommodate your binder, but the crossing is the same that is put in at all points on the line. I think, therefore, it should be satisfactory to you. To put in cattle guards at all our road crossings would take a great deal of money, which we have not got. We could not, therefore, put in cattle guard crossings, even if we considered them proper for such crossings.

I trust you will consider the present crossing a satisfactory one.

(Signed)

Yours truly,

J. C. MACKINNON,
General Manager.

This complaint was acknowledged and copy thereof sent to General Manager Mackinnon, who replied as follows:

FORT MADISON, IOWA, July 17, 1893.

"W. W. Ainsworth, Secretary Iowa Railway Commissioners, Des Moines, Iowa:

DEAR SIR.—I have your favor of the 12th inst., inclosing complaint of John Glays, relative to crossing. I beg to say that the reference therein to a contract made by the right of way agent of this company is the first intimation I have had of this contract. I will look into the matter at once. When the contract is reported by our right of way agent I will see that its terms are lived up to.

Yours truly,

(Signed)

J. C. MACKINNON,
General Manager."

In further reference to the matter General Manager Mackinnon, in a letter dated October 7th, stated:

"Further replying to yours of July 12th, would say that cattle guard crossing and wing fences have been put in on the property of John Glays as requested."

This communication was laid before complainant's attorneys, who, under date of August 16th, filed the following reply:

FAIRFIELD, IOWA, August 16, 1893.

"Railroad Commissioners of Iowa, Des Moines, Iowa:

DEAR SIR.—In the complaint of John Glays against the Chicago, Ft. Madison & Des Moines Railway Company, the complainant informs us that the defendant has put in the cattle guards, but it has not made the crossing over its track of sufficient width for the uses of the farm. He insists upon his complaint in this respect, and asks that defendant be ordered to make the crossing of full width, so as to permit him to cross over it with implements and loads required in the operations of the farm.

Respectfully,

LEGGETT & MCKEMEY,
Attorneys for Complainant."

Copy of the foregoing was sent to the general manager of the company on August 23d, to which he replies on September 1st as follows:

FORT MADISON, IOWA, August 30, 1893.

"W. W. Ainsworth, Esq., Secretary Iowa Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIR.—I have your favor of the 25th inclosing copy of communication from attorneys of John Glays, and beg to say that we have, in my opinion, complied with the terms of the contract made with Mr. Glays. We have put in a good road crossing and wing fence and cattle guards. Road crossing is as wide as these crossings usually are, and as wide as any crossing on the road. I do not understand why Mr. Glays should not be fully satisfied, as we have made every effort to give him what he desired, and would have done so much sooner had he advised us of the contract he obtained some time ago from parties in charge of the construction of the road.

Yours truly,

J. C. MACKINNON,
General Manager."

On receipt of the foregoing, the Commissioners deemed it advisable to make personal investigation of the locality, and accordingly set Wednesday morning, September 27, to visit the premises, notice of which investigation was forwarded to all parties in interest. After making inspection of the grounds the following letter was sent to General Manager Mackinnon:

DES MOINES, September 28, 1893.

"J. C. Mackinnon, General Manager Chicago, Fort Madison & Des Moines Railway Company, Fort Madison, Iowa:

DEAR SIR.—The Commissioners, after looking over Mr. Glays' crossing, met your superintendent, Mr. Murphy, at Batavia yesterday, and indicated what they regarded as necessary to make Mr. Glays' crossing of your railroad what it should be. At the request of Mr. Murphy the Commissioners put their communication in writing.

The company in procuring the right of way of Mr. Glays, as a part of the consideration agreed to put in and maintain a cattle guard crossing with the necessary wing fences to the same, at the private road leading to the above property between the farms of Huvell and

Ellmaker. They observed, when there, that the cattle guards were in, but the crossing was narrow and very steep. The railroad crosses the road at a sharp angle and at a very considerable elevation. In their judgment the roadway should not be less than twelve feet wide on the top, and on the west should reach the natural surface of the ground about sixty feet from the rail; on the east it should have about the same rate of descent, but the ground being higher, would reach the natural surface sooner. On the west side there may be drainage from the cut northwest; if this is liable to settle in the road and make a mud hole, some provision may be necessary to pass it under the road. They regard the planking as long enough, and do not think the road should be wide enough to pass a reaper set up, but that it should be so constructed as to pass over it a load of hay or grain without danger.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary."

On October 21st Mr. Mackinnon filed reply to the Board's suggestions in a letter set out below:

FORT MADISON, October 20, 1893.

W. W. Ainsworth, Esq., Secretary Iowa Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your favor of the 28th ult., I beg to say that upon receipt of your letter I gave instructions to have the crossing on the farm of John Glays improved in accordance with your instructions. Our superintendent now advises me that he has completed the work. I trust this removes all cause for complaint.

Yours truly,

(Signed)

J. O. MACKINNON,
General Manager.

On October 31st Attorneys Leggett & McKemey, of Fairfield, Iowa, were requested to advise the Board promptly whether the complainant had anything further to lay before them in relation to his case. No reply having been received, the case is regarded as closed.

FRENCH & KING, MAXWELL, IOWA.

} Rights of lessees of elevators on station grounds or right of way.

On February 2nd, 1893, Messrs. French & King, of Maxwell, Iowa, addressed the following communication to the Board:

MAXWELL, IOWA, February 2, 1893.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN.—We come to you for a little advice and will state our case as briefly as we can. We are in the lumber and grain business at this place and on railroad ground; have paid the company five dollars per year rent for lumber yard but have never been asked or paid anything for use of ground for elevator that has stood on company's ground for nine years. They now send us a lease to sign and ask us \$5 per year, and in the lease is inserted, first, that we are to run the business in a satisfactory manner to the railroad company; second, that we will release the said company from all damage by fire or otherwise that might occur through negligence of railroad employes and stand between them and anyone that might have grain destroyed by railroad company while in said elevator; third, that we will agree to move off in thirty days' notice from railroad company any time, either before or after the expiration of said lease. Now, as we are paying them a large sum of money for freight, we would like to know what our rights are in the case. Have had no trouble with them and have refused to sign the lease, and they write us that if we do not sign it they will ask us to move the elevator off. Please let us hear from you at your earliest moment and oblige

Yours respectfully,

(Signed)

FRENCH & KING.

To this the following reply was sent:

DES MOINES, IOWA, February 8, 1893.

French & King, Maxwell, Iowa:

GENTLEMEN.—Yours of the 2d inst. received and the same has been submitted to the Commissioners. The question you ask is one not easily answered. The relative rights of persons

who have erected or own elevators on the station grounds or right of way of the railroad companies in this State and of such companies respectively have as yet received but little consideration by the courts or the law-making power of the State. There is no doubt but that the railroad company should retain some control over its station grounds, although leased to or occupied by private individuals for elevators, lumber and coal yards, etc. At the same time such persons who have expended their money in erecting elevators or other buildings upon such grounds under a lease or license, whether written or oral, granted by such railroad company, should receive some protection in the premises. The Commissioners have no doubt but what the courts will hold when a case is properly presented that the railroad company cannot, arbitrarily and without some good and sufficient reason, revoke such a license, or terminate such a lease, unless ample notice is given, or compensation made for the injuries sustained by such revocation. As the courts of this State have not as yet passed upon such a case as you state, and as it is one for the courts to decide rather than the Commissioners, they do not think that it would be within their province to attempt to advise you as to what your legal rights are in the premises. As showing to some extent the views of the Board upon questions somewhat related in a general way to the one you present, you are referred to the report of the Board for the year 1891, pages 735 and 736, sent you this date, and also advanced sheets of their report for 1892, page 29.

(Signed)
By order of the Board.

Very respectfully yours,
W. W. AINSWORTH,
Secretary.

JOHN W. SWAIN

VS.

THE CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

} *Application for under-crossing.*

March 25, 1892, a communication was received by the Board from Mr. Hunter, attorney for the above named complainant, setting forth that Mr. Swain was the owner of a half section of land in Guthrie county in this State, through which the line of the defendant's road runs, and setting forth facts tending to show that complainant was entitled to an under-crossing for stock, and alleging that the grade crossing furnished the complainant by the defendant was dangerous. A copy of the communication was forwarded to Mr. A. J. Earling, general manager of the defendant company, and he replied declining to put in the under-crossing.

September 7, 1892, the Commissioners visited the locality and viewed the premises in question, ascertaining the facts so far as the same could be learned from observation; but no evidence was submitted in any form to be made a part of the record. Since that time considerable correspondence has passed between the Board and the respective parties in relation to the case. November 16, 1892, the complainant's attorney was referred to some then recent cases involving questions of practice before the Board for his consideration in connection with this case. Another case has recently been decided by the Board involving similar legal questions that will probably reach the courts for final determination, and the Commissioners do not consider that the interests of the complainant or the public would be advanced by a decision of this case as it is now presented to them; and said complaint is therefore dismissed without prejudice to the rights of complainant to again bring the matter before the Board at some later period, if he should desire to do so.

Des Moines, Iowa, January 16, 1894.

CITIZENS OF MT. AYR, IOWA,

vs.

CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY.} *Passenger train service.*

Under date of November 12, 1892, a communication was received by the Board from the Attorney-General as follows:

COUNCIL BLUFFS, IOWA, November 12, 1892.

W. W. Atsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Before undertaking the trial of the Mt. Ayr case in compliance with the recent directions of the Board, I desire to call the attention of the Board to the recent decision in the case of *The State vs. The Milwaukee Railway Company*, from O'Brien county. It will there be seen that such limitations and restrictions are put upon the methods of practice before the Railroad Commissioners and such unexpected exactness required that it is a matter of great doubt whether we can get the full benefit of all there is in the Mt. Ayr case in the present attitude of the record. From this decision it will be seen that about as much exactness is required in the practice before the Board, in so far as the statement of facts is concerned, as well as jurisdictional requirements, as is required in cases of courts of record. The Mt. Ayr case is now quite old, although I have struggled for years, as you know, to bring it to a final hearing. It is likely, under this last decision, that the court would limit us in our proof to the demands of the service along the line at the time the order was made. It is probable that in the meantime many changes have occurred, probably to our benefit, but which we might not be able to avail ourselves of for the reason that they were not before the Board at the time the decision was made. I therefore submit to the decision of the Board whether there ought not to be a new order made after the filing of a complaint in strict compliance with the requirement of the decision above referred to and after observing all the technical minuteness of procedure indicated in the decision. There is one other point to which the attention of the Board is respectfully invited and that is, the general tendency of the decisions of the court at its last term upon the subject of the Commissioners' orders. It is apparent, I think, that the principle which the supreme court has adopted to govern its action is that a clear case must be made out to sustain the order of the board before the court will make a decree based thereon. The Mt. Ayr case is a very important one and it will be the test most likely of the question involved in the Commissioners' orders requiring additional train service of railway companies. It is therefore important that the case be made as strong as possible before the Commissioners, and perhaps supplemented by a finding of facts by the Commissioners, making as formidable a presentation of the necessity for additional service as can be made.

In any event I have thought it to be my duty to bring the foregoing matter to the consideration as the Commissioners, but I am ready to execute their directions already given should they not deem a modification advisable.

Truly yours,

JOHN Y. STONE.

Thereupon a letter was sent, by direction of the Board, to the committee having the matter in charge for the Citizens of Mt. Ayr, as follows:

DES MOINES, IOWA, November 17, 1892.

Day Dunning, Z. T. Kinsell and H. A. White, Committee, Mt. Ayr, Iowa:

GENTLEMEN—Inclosed you will find copy of a communication addressed to the Board of Railroad Commissioners by the Attorney-General in relation to the Mt. Ayr case. There is also sent you herewith a copy of the opinion of the supreme court in the case of *The State vs. The C. & St. P. Ry. Co.*, referred to by the Attorney General in his communication. The Board have quite fully considered this and other cases recently decided by the supreme court bearing upon some of the questions involved in this Mt. Ayr case, and are inclined to concur with the suggestions made by the Attorney-General. If your citizens deem it best to follow the course indicated by him please so notify the Board at once and the proper orders will be made as to the case now pending, getting that out of the way.

If you are in serious doubt as to what course would be best under the circumstances, the Board would be pleased to meet your committee here at Des Moines at any time after next

week, for consultation, or if particularly desired, the Board would again go to Mt. Ayr and discuss the whole matter with your citizens.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

To this last the following reply was received:

MT. AYR, IOWA, December 12, 1892.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Your favor of November 17th came duly to hand, and same has been read and talked over by the committee who have this matter in charge. We have decided that if it could be done, and was in accordance with your views, that it would be better to make an entirely new case and have it tried here in our own county. We are not sure that this can be done. You, of course, can tell us about this. Our citizens are anxious that this matter be pushed to a final issue, and if we get beat at this we will have to try some other way. * * Please let us hear from you in regard to points stated above.

Very truly yours,

DAY DUNNING,
H. A. WHITE,
Z. T. KINSELL,
Committee.

Prior and during the time covered by the foregoing correspondence, several interviews were had between some of the officials of the railroad in question and the Commissioners in relation to the matter involved in said case, being that of better train service on the branch of said railroad on which Mt. Ayr is located. The Commissioners have recently been informed that while such train service is not yet entirely satisfactory to the people along that branch of road, the same has been materially bettered by the more regular running of the train in question and that of extra trains occasionally to take out live stock. Probably owing to such improved state of affairs no new complaint has been filed, or new case commenced before the Commissioners as intimated in the last letter of the committee heretofore given.

F. M. WILSON, MAYOR OF TEMPLETON,

VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

} *Passenger train service.*

On May 20, 1893, Mr. F. M. Wilson placed before this Board his complaint against the Chicago, Milwaukee & St. Paul, claiming that the town of Templeton was being unjustly discriminated against in the matter of train service, and praying the Commissioners for an order making Templeton a "flag station for the morning and evening trains." On the same date Mr. W. Ekstrom, a stock dealer, joined by letter in the same request, adding that the public good demanded that trains Nos. 1 and 4 stop at the station of Templeton.

The substance of both the above complaints were forwarded to Mr. A. J. Earling, general manager of defendant road, to which Mr. Earling made the following reply:

CHICAGO, June 5, 1893.

Mr. W. W. Ainsworth, Secretary of Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I am in receipt of your letter of the 31st ult., enclosing a communication from Mayor Wilson and Mr. Ekstrom, of Templeton, Iowa, in reference to stopping our trains Nos. 1 and 4 at that station. In reply I have to say that when the time of these two trains was

changed, on May 7th, it was somewhat lengthened and we immediately began to stop them at nearly all of the stations west of Manilla, so that people on that part of the line might go to Council Bluffs in the morning and return in the afternoon.

We are making as many stops with these trains as the running time will permit. It is impossible for them to stop at *all* of the stations on the west end of the line and reach their destination on time.

Yours truly,

A. J. EARLING,
General Manager.

Messrs. Wilson & Ekstrom were notified of the position taken by Mr. Earling, and on June 15th they filed further complaints and insisted that it was unjust to the public and injurious to the business interests of the town, and further prayed that relief might be granted through the orders of the Board. After again being addressed on the subject Mr. Earling, under date of August 25th, says:

"DEAR SIR—In reply to your letter of the 23d, enclosing a complaint from F. M. Wilson mayor of Templeton, Iowa, I can only repeat the statement made in my letter of June 5th, viz.: That it is impossible for us to make the time with trains Nos. 1 and 4, if we undertake to stop them at all of the stations on the west end of the line. We are now making as many stops as it is possible for these trains to make and reach their destination on time. For these reasons we must decline to stop at Templeton.

Yours truly,

A. J. EARLING,
General Manager."

After some correspondence of much the same nature, not being able to arrive at any satisfactory solution of the trouble, the board fixed Tuesday, October 17th, as a date to visit Templeton and make an investigation of the case, and all interested parties were so notified.

October 16th the following was wired this office:

"W. W. Atsworth, Secretary:

TEMPLETON, October 16, 1893.

A representative of the Milwaukee has been here to-day to confer with us concerning train service at this place, and it is probable that we will arrive at an amicable settlement; and you will please defer your visit.

(Signed)

F. M. WILSON,
Mayor."

And it is presumed the matter has been adjusted, and the case is closed.

CITIZENS OF KENWOOD PARK, IOWA,

VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

} *Petition for station.*

On August 25, 1893, the following petition was received and placed on file:

KENWOOD PARK, IOWA, August 21, 1893.

The Railroad Commissioners of Iowa, Des Moines, Iowa:

GENTLEMEN.—In behalf of the citizens of the town of Kenwood Park, Iowa, situated midway between Cedar Rapids and Marion, we, the subscribers, appointed by the city council, would respectfully ask the establishment of a switch and a station on the above named railroad at this place.

Kenwood Park has been an incorporated town for about eight years, has about 300 inhabitants, has a grocery, meat market, printing office, post-office and school, and is improving rapidly. The

Kansas City division of the Chicago, Milwaukee & St. Paul Railway being the only railroad through the town.

Trusting that your Board will take action on this matter as early as possible, we are

Respectfully yours,

L. PITCHER,
W. B. CARR,
N. FR. HANSEN,
Committee.

P. S.—We desire the same to be placed at Second street or Third street, between Second and Third, Kenwood Park.

On August 24, 1893, it was supplemented by the following:

CEDAR RAPIDS, IOWA, August 22, 1893.

The Railroad Commissioners of Iowa, Des Moines, Iowa:

GENTLEMEN.—In our letter yesterday in regard to a switch and station on the Chicago, Milwaukee & St. Paul Railway, at Kenwood Park, Iowa, our committee omitted to state that we desired the same to be placed at Second street, or at Third street, or between Second and Third streets, Kenwood Park, Iowa. Will you kindly pin this letter to the one sent you yesterday, and oblige,

N. FR. HANSEN,
Secretary for the Committee.

Correspondence was entered into between the Board and the company complained of, the Board in the meantime making personal examination of the locality in question. After the above examination the complainants were replied to as follows:

DES MOINES, September 7, 1893.

Messrs. L. Pitcher, W. B. Carr and N. F. Hansen, Kenwood Park, Iowa:

GENTLEMEN—Your application for a flag station and side track on the Chicago, Milwaukee & St. Paul Railway, between Second and Third streets, in Kenwood Park, has been considered by the Board. In view of the passenger facilities between Kenwood Park and Cedar Rapids and Marion and the short distance to these places, they have grave doubts whether the courts would enforce an order at the present time, if it should be made. From personal conversation with officers of the company they discovered a disposition, as they think, to comply with your wishes as soon as the present money stringency is over. It is probable that you can secure more advantage from the voluntary action of the company than from any order of this Board at this time.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

C. D. LUTHER, ROAD SUPERVISOR,
MARCUS, IOWA,

VS.

ILLINOIS CENTRAL RAILROAD COMPANY.

} *Grading road crossings.*

On November 8, 1893, Mr. C. D. Luther, of Marcus, Iowa, applied to the Board for information regarding the matter of grading of road crossings, his letter being set out below:

MARCUS, IOWA, November 7, 1893.

"Railroad Commissioners, Des Moines, Iowa:

GENTS.—I want to know if a public road crossing the Illinois Central between sections 31 and 32, Marcus township, has to grade the road inside of the company's line. This road has been traveled by going through gates on private land off of road. The company's attorney has offered to put in crossing and cattle guards if district will do the grading. Please give me all the points on it, as we must have the road open. Please answer by return of mail. Are all section lines established roads or not?

Yours respectfully,

C. D. LUTHER,
Road Supervisor District No. 6, Marcus, Iowa."

To the above the Board directed the following reply:

DES MOINES, IOWA, November 8, 1893.

C. D. Luther, Esq., Marcus, Iowa:

DEAR SIR—Yours of the 7th inst. has been received and submitted to the Commissioners.

I am directed to say in reply that there is no law of this State making section lines legal highways. If roads are desired along such lines they must be established by the proper authority, the same as in any other locality. As to your other question in relation to crossings, the statutes of the State require every corporation constructing or operating a railway, "to construct at all points where such railway crosses any public highway, good, sufficient and safe crossings and cattle-guards." Our supreme court in passing upon that provision of the statute has used the following language:

"The term crossings occurring in the statute is used to indicate the structure intended as a means of crossing the railroad. It is not confined simply to that part of which is upon the railroad track. This is obvious from the fact that if the embankment or excavation is demanded to enable vehicles to cross the railroad, a simple structure upon the track would not be the means of attaining the end required, viz: the crossing of the railroad. There would in such case be no crossing, a term including everything necessary to enable travel to cross the track."

It would appear to be the duty of the railroad company in your case to do whatever is necessary to make a proper and safe crossing over their railroad track or tracks which would include the grading for the necessary approaches to the crossing. Outside of that whether inside or outside of the right of way of the company, the proper highway authorities would have to do the work the same as upon any other part of the highway not upon the right of way of any railroad.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

HORACE BOIES, GOVERNOR OF IOWA,

VS.

BURLINGTON, CEDAR RAPIDS & NORTH-
ERN RAILWAY COMPANY.

*Reduced rates on round trip shipments
of stock cattle.*

On December 23, 1892, Governor Boies addressed the following communication to the Board regarding the subject of round trip shipments of stock cattle:

EXECUTIVE OFFICE,
DES MOINES, IOWA, December 23, 1892. }

To the Railroad Commissioners of the State of Iowa:

GENTLEMEN.—Permit me to submit for your opinion the following questions:

First.—Under our laws and the rules and regulations prescribed by your body for regulating rates on railways, may a railway company within this State contract to carry stock cattle a round trip from one point on its line to another at one season of the year and return the same cattle to the point of first shipment at another season for a gross sum per car or hundred pounds for the round trip, without affecting its right to charge a greater price for the transportation of the same kind of stock in one direction only, a distance equal to the aggregate of the round trip, provided it makes the same rates for all persons on round trip contracts?

To illustrate, let me suppose that I desire to ship stock cattle from Grundy Center to Rodman, on the line of the Burlington, Cedar Rapids & Northern, a distance of 112 miles, in the spring for pasture and return them in the fall to the point of first shipment, the aggregate distance being 224 miles, and my neighbor desires to ship the same kind of cattle a distance of 224 miles in one direction, may the railroad company make a contract with me to carry my cattle the round trip for a gross sum per car or hundred pounds without affecting its right to charge my neighbor a greater price for his shipment in one direction only, provided the same rates are made to all persons on like contracts, and provided, further, that the charges on neither contract exceed the maximum charge established by your Board?

Second.—If, under regulations now established, the right to contract for round trip at a less rate than is charged for a trip in one direction equal to the aggregate of the round trip, does not exist, may your body establish a maximum rate for round trips which will not affect contracts for shipments in one direction only, provided the same rates are made to all persons on round trip contracts.

bird.—Assuming that such power exists, in the opinion of the Board, would it be proper to establish a maximum rate for round trips that would not affect rates for the shipment of like cattle or any other kind of cattle in one direction only?

I am led to make these inquiries because in some parts of the State it is a convenience to stock men to be able, at rates they can afford, to send their live stock from the more thickly settled portions of the State to the newer counties for pasturage in summer, and sometimes from one point to another to be fed in winter, and in each case to be returned at the end of the season to the point from which originally shipped.

Respectfully yours,

HORACE BOIES.

To the above the Board directed the following reply:

IOWA BOARD OF RAILROAD COMMISSIONERS,
DES MOINES, IOWA, February 16, 1893. }

Hon. Horace Boies, Governor of the State of Iowa, Des Moines, Iowa:

DEAR SIR.—Your communication addressed to the Railroad Commissioners of the State under date of December 23, 1892, was duly received and submitted to the Board.

It has received their careful consideration, and it is the opinion of the Board that within the limits prescribed in section 5, of the acts of the Twenty-second General Assembly (section 5, chapter 28, acts of Twenty-second General Assembly) as to a charge for a shorter than for a longer distance over any line of railroad, that the Board has authority under the laws now in force to establish a maximum rate for the carrying of live stock for a round trip that will not affect the rates for shipments in one direction only, and in the judgment of the Board it is expedient and proper, and for the public interests, as well as that of the carrier, that such a rate be made or allowed.

The Board has, therefore, in connection with a revision of the schedule of rates and classification of freights for the different railroads of the state, just completed by the Board, made the following provision in said revised classification, under the head of live stock, to-wit:

"Stock cattle, or feeders and calves, may be carried a round trip from one point on any line of railroad to another point at one season of the year, and return the same stock to the point of first shipment at another season at the same rate per hundred pounds for the aggregate distance constituting the round trip as for the same distance for a shipment in one direction on the same line of railroad of the same kind of stock."

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

L. C. BESLEY, COUNCIL BLUFFS, IOWA,

VS

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY.

} Overcharge on sand.

On July 24, 1893, Mr. L. C. Besley, of Council Bluffs, addressed the following letter to the Board regarding the matter of alleged overcharge by the Chicago, Burlington & Quincy Railroad Company on shipment of sand:

COUNCIL BLUFFS, IOWA, July 21, 1893.

W. W. Ainsworth, Esq., Secretary, Des Moines:

DEAR SIR—When Mr. Smith was in Des Moines he understood the Commissioners to say that Mr. Bechtel, of the Chicago, Burlington & Quincy, had agreed with the Board to protect all contractors on its line in contracts made before the company advanced the sand rate to conform to Commissioners' classification of date March 1, 1893. We were working on a contract up to December, 1892, and took another one in January, 1893, and did not know of any advance in rate till some time in May. I went to see Mr. Davenport about it and he laid it all to the Commissioners. I told him I didn't think it was just right, as we had taken this contract under the old rate and he knew it. He admitted it and said he would write to the Commissioners and recommend that they give us the old rate till this contract was finished. I waited some time, and he then told me he had got reply but could do nothing for me. Kindly give me what information you have and also ask Mr. Bechtel, of the Chicago, Burlington & Quincy, for confirmation of agreement to protect contracts made before rate was advanced. Awaiting your reply, I am

Yours truly,

J. A. BARRIS & Co.
By L. C. Besley.

This communication was subsequent and supplementary to Mr. Besley's formal complaint of rates on sand, which will be found under "complaints" in another part of this volume. The matter was taken up with Mr. J. M. Bechtel, division freight agent of the Chicago, Burlington & Quincy Railroad company, whose reply is set out below:

BURLINGTON, IOWA, July 28, 1893.

W. W. Ainsworth, Esq., Secretary of Board of Railroad Commissioners, Des Moines, Iowa:

MY DEAR SIR—I have yours of July 26th, enclosing copy of letter from L. C. Besley of J. A. Barris & Co., Council Bluffs, Iowa, July 21st.

I did state to the Board that we were perfectly willing to protect all contracts on sand and stone made on a basis of soft coal rates, as we did not think it right that the contractors who had made these contracts should suffer. This suggestion was made by me in view of the fact that the rates remain as they were, Class E; but it was not made with understanding that we would refund on or protect any contracts if the Commission set the rates back to soft coal rates. I think I made this plain to the Commission at the time.

Correcting the last four lines of your letter, I will also say that I made the statement that the sand was hauled from Afton Junction (which was less than fifteen miles), to Creston; also from a point a few miles south of Council Bluffs, on the Kansas City road into Council Bluffs.

In view of the fact that the Commission has reduced rate from Class E to soft coal rates, and the suggestion made by me that we were willing to protect all contracts made on a basis of soft coal rates until they expired, if the Commission would permit the rates to remain Class E, I do not see why we should be asked to refund on or protect any contracts.

I should like to hear from you further on the subject before any action is taken.

Yours truly,

J. M. BECHTEL,
D. F. & P. A.

Mr. Besley was furnished with a copy of the above, to which he replied as follows:

COUNCIL BLUFFS, IOWA, August 4, 1893.

W. W. Ainsworth, Esq., Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—Yours of the 29th of July, enclosing a copy of Mr. Bechtel's reply is received. It occurs to me that Mr. Bechtel's position is not at all right. If it was right to protect my rate under my contract before the rate was changed back to soft coal it is still right to do so. The fact that the Commissioners saw fit to advance the rate to Class E, and afterwards restored it to soft coal rate, should cut no figure so far as I am concerned in my relations with the company and rights under the law and custom, and Mr. Bechtel's voluntary promise as well. I can see no reason why I should stand a heavy loss through an advance in rate which I was powerless to prevent. It is my understanding that it is customary to protect contracts taken as my contract was until finished, and that is all I asked Mr. Davenport for in the first place. He admitted it was an injustice to us and he would recommend to the Commissioners that we be allowed the old rate till contract was finished. I think Mr. Bechtel's statement to the Board will bear me out in this respect. While waiting Mr. Davenport's reply from the Commissioners I paid all bills under protest, as I could not stop my work. Now after he reports he can do nothing for me I go a step further and lay the matter before the Commissioners and they see the injustice and replace the rate. I am still entitled to a rebate. Had I quit work till after the Commissioners had time to look the matter up and report on it, they would not have got the overcharge, but I had to keep on with my contract and kept shipping sand and paying my freight bills. I don't see that they are entitled to keep the overcharge, and trust you will see to it and instruct Mr. Bechtel that the overcharge be refunded to me at once. I think from Mr. Bechtel's letter (the last three lines) he is a little unsettled in his own mind what is right. Even handed justice is all I ask, and trust I shall get it.

Yours truly,

L. C. BESLEY.

In answer to the foregoing the following was directed by the Board to be sent Mr. Besley:

DES MOINES, IOWA, August 23, 1893.

L. C. Besley, Council Bluffs, Iowa:

DEAR SIR.—In reply to your letter of August 4, asking the Commissioners to protect your contract for the haulage of sand, the rate on which was increased by the Board from soft coal rates to Class E, I am directed to say that under the provisions of section 17, chapter 28, of the laws of the Twenty-second General Assembly, that the Commissioners were directed to make for each of the railroad companies doing business in the State, a schedule of reasonable maximum rates of charges, which includes classification, and that the rates so fixed shall be deemed and taken in all courts of

this State as *prima facie* evidence that the rates therein fixed are reasonable and just maximum rates for the transportation of freight and cars upon the railroads. The Commissioners were also directed to change and revise said schedules as often as circumstances may require. In compliance with this section of the law they issued a schedule of reasonable maximum rates of charges, including classification, to take effect March 1, 1893. In this sand and gravel were changed from soft coal (lump) rates to Class E. They have since, for satisfactory reasons, changed this rate back again, thereby admitting that their action was an error. Their official action was, however, in compliance with the provisions of the law, and they are not in position to say to the railway company that it is not entitled to compensation given to Class E freight while this rate was in force.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

J. C. MACKINNON, GENERAL MANAGER }
CHICAGO, FORT MADISON & DES } *Inquiry in matter of killing of stock.*
MOINES RAILWAY COMPANY. }

The subjoined communication, received from the general manager of the Chicago, Fort Madison & Des Moines Railway Company, regarding the matter of killing of stock, together with the answer of the Board thereto, are self-explanatory:

"FORT MADISON, IOWA, September 30, 1893.

W. W. Ainsworth, Esq., Secretary Iowa Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIR—We recently killed two head of stock at a private road crossings. This property has the necessary cattle-guards and wing fences. The cattle have been permitted to pass at leisure from the pasture on one side of the track to the pasture on the other. We are asked to settle for the loss in this case, but I cannot see how we are responsible, as there is nothing that we could have done to prevent it.

Will you kindly advise me if there is any definite law relative to crossings of this nature? I attach hereto a rough drawing which will give a better idea of the situation at the crossing referred to.

Yours truly,

J. C. MACKINNON,
General Manager.

DES MOINES, IOWA, October 4, 1893.

J. C. Mackinnon, General Manager Chicago, Fort Madison & Des Moines Railway Company, Fort Madison, Iowa:

DEAR SIR—Yours of the 30th ult., in relation to stock killed at private road crossing, has been received and submitted to the Commissioners.

You are, no doubt, familiar with the provision of the statutes of this State in relation to fencing railways. Section 1289 of the Code provides that "Any corporation operating a railway that fails to fence the same against live stock running at large, at all points *where such right to fence* exists, shall be liable to the owner of such stock injured or killed by reason of the want of such fence, for the value of the property or damage caused, unless the same was caused by the wilfull act of the owner or his agent," etc.

Chapter 30 of the Acts of the Twenty-second General Assembly (Session Laws 1888, page 51), requires all railroad corporations, which had not then fenced their tracks, to do so, and required the fences along the right of way to be "so connected with cattle-guards at all *public highway* crossings, as to prevent cattle, horses and other live stock from getting on the railroad tracks," and new roads are to build within six months after completion, with certain exceptions. The last section of said Act reads as follows:

"Nothing herein contained shall relieve said railroad corporations from pecuniary liability arising from the killing or maiming of live stock on said track, or right of way by said corporation, that may occur through the negligence of said corporation, or its employees, and provided, further, that nothing in this act shall be construed so as to interfere with the right to open, or private crossings, as now maintained, or with the right of persons to such crossings. Provided, further, that nothing in this act contained shall in any way limit or qualify the liability of any corporation, or person, owning or operating a railway that fails to fence the same against live stock running at large, for any stock injured or killed by reason of the want of such fence as now provided for in Section 1289 of the Code of 1873."

Our supreme court has decided in a number of cases that the companies are not required to fence where it would not in view of public convenience be fit, proper or suitable for it to do so; for instance, depot or station grounds may be left uninclosed when the business of the roads and the interests of the public so require, and in cases of killing stock at points where the railway has not the right to fence (for instance highway crossings and station grounds) the company would not be liable for the damages unless guilty of negligence.

You say in your letter that the stock in question was killed "at a private road crossing which has the necessary cattle guards and wing fences. The cattle have been permitted to pass at leisure from the pasture on one side of the track to the pasture on the other." You do not state the situation quite fully enough for the Commissioners to answer very definitely. Is this simply intended to take the place of an ordinary farm crossing, or is it a crossing on a private road in the sense in which these words are generally used? Was such a crossing put in under an agreement between the land owner and the company? Code, section 1288, requires the company to make proper cattle guards where its railway enters or leaves any improved or fenced land and to construct at all points where it crosses any *public highway* good and sufficient crossings and cattle guards, but the *statutes* of this State do not anywhere, so far as the Commissioners are informed, say anything about such at a *private* road crossing and used simply as such. Section 1288 of the Code provides that when any person owns land on both sides of any railway the company shall, when requested so to do, make and keep in good repair "one cattle guard and one causeway or other adequate means of crossing the same at such reasonable place as may be designated by the owner."

Under that section our courts hold that the company, as a rule, have a right, and it is their duty, to erect and maintain gates at such crossings to keep stock off their tracks, but they have so far laid down as an exception to the rule the case "where the only practicable means of reaching a highway that a citizen has is across the railway, he being the land owner, may insist that an open crossing be provided for him by means of which he may reach the highway without stopping to open gates or remove bars." In such a case or in a case where such a crossing had been put in at the request of a land owner for the passage of his stock from one part of a pasture to another over the railroad track, the courts might hold that such a crossing, so far as stock getting thereon belonging to such land owner, is concerned, partakes of the nature of a public highway crossing, and that the railway company would not be liable for injury to the same unless guilty of negligence. The Commissioners are not aware, however, of any decision of our own supreme court directly on that question.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

CEDAR FALLS PAPER MANUFACTURING
COMPANY,

vs.

Joint rates.

IOWA CENTRAL RAILWAY COMPANY.
CHICAGO GREAT WESTERN RAILWAY
COMPANY.

On January 10, 1893, the following letter was received:

CEDAR FALLS, IOWA, January 9, 1893.

W. W. Ainsworth, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR.—We have been receiving some coal and some slack from Dunreath over the Wabash and Chicago Great Western Railway. We have also had some from Ottumwa over the Iowa Central and the Chicago Great Western. We are now notified that after the first of January, 1893, the freight will be raised 21 cents per ton on the ground that the roads refuse any longer to take 80 per cent. of the locals. What right have they to do so, and are we compelled to submit to this extortion? An early answer will much oblige us.

Yours respectfully,

CEDAR FALLS PAPER MANUFACTURING COMPANY

The foregoing was answered by the Board as follows:

DES MOINES, IOWA, January 12, 1893.

Cedar Falls Paper Manufacturing Company, Cedar Falls, Iowa:

GENTLEMEN.—Your letter of January 9, received. You say that you are now notified that after January 1st the freight on coal will be raised 21 cents, the roads refusing to take 80 per cent. of the locals, and you ask what right they have to do so, and are you compelled to submit to this extortion?

The Railroad Commissioners, after the passage of the joint rate law, fixed eighty per cent. of the locals as the maximum rate each road should be allowed to charge as its part of a joint rate. A case involving the authority of the Board was argued in September, at Council Bluffs, before Judge Deemer, but the decision has not been announced. It is possible that the provisions of the law were not fully complied with in the case before Judge Deemer. If your company desires to make a new case, the Commissioners will arrange to bring it to an issue, following the strict letter of the law and avoiding what has been claimed to be the defective points in the case already tried. It is very important that some case be made as soon as practicable to determine the controversy, and the Board know of no party interested or that will give the matter closer attention than your company. The expenses of litigation will be borne by the State.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

BY ORDER OF THE BOARD.

No further communication having been received from complainants the case was closed without prejudice.

D. J. CARPENTER, BELOIT, IOWA,

VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

} *Failure to furnish cars.*

On September 21, 1893, communication was received from D. J. Carpenter, of Beloit, Iowa, stating in substance that he desired to enter a complaint against the Chicago, Milwaukee & St. Paul Railway Company, for failure to furnish cars for shipments of grain; that he was a regular buyer of grain and stock; that he put in orders for cars regularly as required; reported every day to the company the amount of grain on hand and notified the superintendent that he would require three cars each day; that the stringency of the money market required close shipments, and that in the past week he had repeatedly asked for cars; that on the day of writing he was blocked with twenty car-loads of grain on hand and no means of moving it; that the company claimed to have more cars than they could use, but there is not an empty one in sight on this division; cars that he had shipped to Milwaukee twelve days ago were not in yet and market declining. He applied to the Commission for such assistance as it might be able to render him. On September 23d the matter was laid before General Manager A. J. Earling, of the company. He made the following replies:

CHICAGO, September 26, 1893.

Mr. W. W. Ainsworth, Secretary of Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I am in receipt of your letter of the 23d in reference to complaint from D. J. Carpenter, of Beloit, Iowa. In reply I have to say that all calls for cars at Beloit have since been filled. I am investigating the alleged delay in the movement of cars from Beloit to Milwaukee.

Yours truly,

A. J. EARLING,
General Manager.

CHICAGO, September 26, 1893.

Mr. W. W. Ainsworth, Secretary of Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying further to your letter of the 21st, in reference to the complaint of D. J. Carpenter, in which he states that cars shipped by him to Milwaukee twelve days ago had not arrived

there. Upon investigation I find that there has been no delay whatever on any of the freight shipped from Beloit, Iowa, to Milwaukee since September 9th, that being the date to which he refers, and that in no case has a car been in transit over four days.

Yours truly,

A. J. EARLING,
General Manager.

On September 28th the Board telegraphed Mr. Carpenter, asking for information as to how he was then being supplied with cars, and on the same date the complainant sent the following reply, which closes the case:

Beloit, Iowa, September 28, 1893.

"Answering your telegram to-day. Cars are coming nicely the past few days. Thank you very much for the help.

Yours respectfully,

D. J. CARPENTER.

E. J. EDMONDS, MARCUS, IOWA,

vs.

} *Cleaning grain in transit.*

ILLINOIS CENTRAL RAILROAD COMPANY.

On October 24, 1893, the following communication regarding the subject of cleaning grain in transit, was received from E. J. Edmonds, of Marcus:

"MARCUS, IOWA, October 23, 1893.

Iowa Railroad Commissioners. Des Moines, Iowa:

GENTLEMEN—Have you anything to do or any control in regard to cleaning grain in transit? The Illinois Central Railroad permits the Dickey Co. to clean grain in transit, but won't me. Please let me know about this matter and oblige.

Truly,

E. J. EDMONDS.

In answer thereto the following was addressed to him by the Board:

DES MOINES, IOWA, October 25, 1893.

E. J. Edmonds, Esq., Marcus, Iowa:

DEAR SIR—Yours of the 23d inst., asking whether the Commissioners have any control over the matter of cleaning grain in transit, is at hand.

The statutes of this State make it unlawful for any common carrier subject to those laws, "to make or give any preference or advantage to any particular person, company, firm, corporation or locality, or any particular description of traffic in any respect whatsoever, or to subject any particular person, company, firm, corporation or locality, or any particular description of traffic, to any prejudice or disadvantage in any respect whatsoever," with certain qualifications that do not affect the matter you inquire about.

If you will state more fully the circumstances under which you claim others are allowed to clean grain in transit, and where it is done, and the circumstances under which you were refused the same privilege, the Commissioners will be able to answer your questions more definitely.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

On November 2, Mr. Edmonds again addressed the Board as follows:

MARCUS, IOWA, November 2, 1893.

W. W. Ainsworth, Des Moines, Iowa:

My complaint in regard to cleaning grain in transit is as follows: I have four houses west of George; Edna, Iowa, is the first one, Steen, Minnesota, and Buene, Minnesota, and Ben Clair, South Dakota, are the four houses that we want to do the cleaning from at George, Iowa. These houses are located on the Sioux Falls branch of the Illinois Central Railroad. Now the E. M. Dickey Company has always cleaned in transit at East Dubuque, their stuff from these points, and we see no reason why we can't do the same thing at George. Of course the Dickey Company is not running now, but have been for years and have a regular cleaning house at East Dubuque. I don't know of any one

that is doing a cleaning in transit business on their line now, but the Burlington, Cedar Rapids & Northern, in direct competition with us, allow their men to clean in transit at two or three different places. Now if there is any way that we can get the Illinois Central Railroad people to allow us to clean our grain at George from these points please let me know.

Yours truly,

E. J. EDMONDS.

On November 15, copies of the two letters above referred to were sent to J. T. Harahan, second vice-president Illinois Central Railroad Company.

On November 20, 1893, Mr. Edmonds again wrote the Board as follows:

MARCUS, IOWA, November 20, 1893.

Mr. W. W. Ainsworth, Secretary, Des Moines, Iowa:

The railroad company put the cleaning in transit in effect again a few days ago, and then this morning their traveling freight agent had me meet him at the train and he told me that they had notice from the Commission that I had taken the matter up with that body, and so they withdrew their order to their agents on the ground that they wanted a decision from the Commission, so we can't clean at George now again. Please investigate this matter and let me know as soon as possible. I have the four houses that I must clean the stuff from at George. Now the Chicago & Northwestern allows cleaning in transit, and Burlington, Cedar Rapids & Northern allows their shippers to clean in the same way, and the Illinois Central Railroad has always allowed Dickey to clean at Dubuque, and if I am not mistaken the Illinois Central Railroad own the cleaning house at Dubuque. Now, it is very evident that they are a little stubborn about this matter of allowing me to clean, and now any information that I can give you in the matter I will cheerfully do so. I suppose the company will argue the point before you and try to show their side of the case. Now, all we want is the same privilege that other shippers on the road have had and that other roads give their shippers. They seem to have reconsidered their order not to clean, and then when I had taken it up with the Commission they refuse to allow me to clean again. I am very anxious to get this matter fixed up so as to get to cleaning again. I asked the agent before I wrote you the last letter if they were going to allow me to clean and he said not, and this morning when I saw him he acknowledged that, but blamed me for advising the Commission of the fact.

Yours,

E. J. EDMONDS.

Mr. Harahan replied on November 23, 1893, to the case, copy of which was sent Mr. Edmonds on December 7, 1893, Mr. Edmonds replying on December 9, 1893, as per following:

CHICAGO, November 23, 1893.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of the 15th inst., enclosing complaints made by Mr. E. J. Edmonds, of Marcus, Iowa, I beg to advise you that this is an interstate matter, and had already been arranged by our traffic department before receipt of your communication.

If this gentleman will act fairly toward this company he will be treated properly, if he does not, we shall certainly undertake to protect our interests. He can explain to you what we mean, if he so desires.

Yours truly,

J. T. HARAHAN,
Second Vice-President.

MARCUS, IOWA, December, 9, 1893.

Mr. W. W. Ainsworth, Secretary, Des Moines, Iowa:

Yours to hand, and in reply will say that the Illinois Central Railroad Company has put in the cleaning in transit at George again now and is all O. K. We are very much obliged to the Commission for their trouble.

Yours truly,

E. J. EDMONDS.

P. A. WOLFF, CEDAR RAPIDS, IOWA,

VS.

CHICAGO & NORTHWESTERN RAILWAY
COMPANY.} *Refusal to switch cars.*

In June, 1892, P. A. Wolff, of West Cedar Rapids, desired to load some brick destined for Grundy Center, in cars of the Burlington, Cedar Rapids & Northern Railway, at a switch belonging to the Chicago & Northwestern Company in West Cedar Rapids, and the cars were tendered for that purpose. The railroad company refused to haul the cars or to have the brick loaded on their switch. The reason assigned was that the switch was not public in its character, and was simply put in for the accommodation of Chandler & Son, and that there is no obligation on the part of the Chicago & Northwestern Railway Company to receive at Cedar Rapids business consigned to points on the Burlington, Cedar Rapids & Northern Railway. The Burlington, Cedar Rapids & Northern Railway have sidings in West Cedar Rapids, but owing to the condition of the highway they could not be reached by loaded teams. After some correspondence on October 18, 1892, Mr. Whitman, general manager of the Chicago & Northwestern Railway, writes that his company is advised that the Commission has no jurisdiction or authority to entertain such a complaint or to make a decision thereon that will be binding on his company. On January 12, 1893, the Board writes Mr. Whitman as follows:

Mr. J. M. Whitman, General Manager Chicago & Northwestern Railway Company, Chicago, Illinois.

DEAR SIR.—Under date of June 6, 1892, Mr. P. A. Wolff of Cedar Rapids, filed a complaint with the Board of Railroad Commissioners, as follows:

"Your petitioner says that the Chicago & Northwestern Railway Company runs through West Cedar Rapids, Linn county, State of Iowa, and the said railway company has a public switch whereon the said railway accommodates the general public, allowing them to load and unload cars thereon, and said railway has placed cars thereon to be loaded and unloaded for others; that your petitioners have a brick yard near said switch and have a large amount of brick to ship out and coal in; that the roads from their brick yard to the above described switch are good macadamized roads, excepting a few rods and are passable at all times of the year; that on the — day of — A. D. 1892, he sold a large amount of brick which he wanted to ship to Grundy Center, Iowa, a point on the Burlington, Cedar Rapids & Northern Railway, and he wanted to ship them by cars and he went to the Chicago & Northwestern Railway Company to take us cars from the Burlington, Cedar Rapids & Northern Railway Company on the above described railway switch, and he went several times to the agent of Chicago & Northwestern Railway Company and asked them, and requested and demanded them to place cars for him on said switch, all of which they refused.

"The Burlington, Cedar Rapids & Northern Railway Company at each of said times offered to furnish all cars he wanted, and the Chicago & Northwestern Railway Company having a switch engine there, but they at each instance refused to deliver or put cars there and there was plenty of space on said sidetrack to place said cars, and at the same time the public roads from his brick yard to all other switches and side tracks were impassable. They were impassable to all other switches and sidetracks, and especially to the switches and side-tracks of the Burlington, Cedar Rapids & Northern, and have been so since the first day of March, 1892. That the said switch is at least one mile nearer to his brick yard than any other switch, and the only one he could really haul brick to at the times we made the above request for cars and before and since. Your petitioner further says that the last three years he loaded bricks on the cars there and they furnished him with cars and took and delivered his cars of coal on said switch and for several years prior to last year. That this petitioner has been damaged by the acts of the railroad company in the sum of two hundred dollars, which he claims.

"*Dated this 6th day of June, A. D. 1892.*"

"P. A. WOLFF.

On June 30, 1892 you write the Board stating that Mr. Wolff is not correct as to his allegations

and saying that your company has no public switch at the location described, nor does it accommodate the general public in allowing them to load and unload cars on any track at the point named. The track referred to is a spur track put in for the accommodation of the pump works of Chandler & Sons:

To this claim on the part of your company, Mr. Wolff replied as follows:

"We for reply to the answer of the Chicago & Northwestern Railway Company, desire to say that the Chicago & Northwestern Railway Company has a side track or switch by the Cedar Rapids pump works (not the spur on switch at the Chandler & Son pump works), but this switch where this complaint is made by us is at or near the Cedar Rapids pump works which is used by the public generally. I will name some parties here that have used this side track, to-wit: Wm. King & Co., C. F. Hutchins, David Roberts, Hamilton & Amidon, Cedar Rapids Pump Co., Ogden Plow Works, Standard Oil Co. These men and lots of others have been doing business for many years on that switch. C. F. Hutchins has been shipping in and out loading and unloading cars there and belonging to Burlington, Cedar Rapids & Northern Railroad Co. and from other roads.

"We also refer you to J. F. Alison of Cedar Rapids, Iowa; he can give you full information how extensively this switch has been used. Now in April 1892 Mr. P. A. Wolff was ordered by the Burlington, Cedar Rapids & Northern Railroad if he found any of their cars on said switch to load them and he found two cars there of Burlington, Cedar Rapids & Northern Railroad standing on said side track and he loaded them and the Chicago & Northwestern Railway Company left them there for seven days after they were loaded before they took them over to deliver them to Burlington, Cedar Rapids & Northern Railroad so they could be shipped to Grundy Center, a point on the Burlington, Cedar Rapids & Northern Railway. The Chicago & Northwestern wilfully delayed the cars.

"Now we deny that we ever asked them to furnish us cars on the Chandler's switch for we know that it is a private switch, but we ask them for cars at the switch near the Cedar Rapids Pump Works to ship brick to Grundy Center. We admit that we ask for cars from Burlington, Cedar Rapids & Northern Railroad Company as alleged in our petition. Wherefore we pray to have the matter fully investigated and order made in our favor on our petition and reply.

P. A. WOLFF,

By B. F. Heins, his attorney.

August 4, 1892, the petitioner wrote the Board stating that some conference had been had with some of the officials of the company as to the matter in controversy, and that the case might be held without further action for a reasonable time to see if an adjustment could not be reached by the parties interested. September 5, 1892, the Board was informed that the matter had failed of adjustment and the Board was asked to proceed and determine the matter.

Under date of October 18, 1892, you write the Board, and state by way of further answer on the part of the company to the complainant, as follows:

"This company is advised that your Commission has no jurisdiction or authority to entertain such a complaint, or to make any decision therein, which will be binding upon this company. Regardless, however, of that question I state the facts as I understand them to be.

"Chicago & Northwestern Railway Company have a team track, or switch, at West Cedar Rapids, where it is accustomed to place its own cars and others under its control to be loaded by shippers or unloaded by consignees, and the same is a part of its terminal facilities in Cedar Rapids. The said track was not constructed to be used, nor has it been used, for the purpose of switching the same from said track to a junction with the Burlington, Cedar Rapids & Northern, and it has not been done without some special agreement in regard thereto. This company is ready and willing to receive the brick of the complainant and load the same in its own cars for transportation, but it denies that it is under any obligation to switch the empty cars of the Burlington, Cedar Rapids & Northern from its line to said track and load the same and switch them back again for transportation along the lines of said company."

This answer, as the Commissioners view the matter, admits the material facts involved in the controversy, and the questions to be determined are largely, if not entirely, those of law.

You say that the track or switch in question is a part of the terminal facilities of the Chicago & Northwestern Railway Company at Cedar Rapids, and it denies that it is under any obligation to switch the empty cars of the Burlington, Cedar Rapids & Northern Railway Company from its line to said track and load the same and switch them back again for transportation along the lines of said company.

In the case of the Dubuque Board of Trade vs. The Illinois Central and the Chicago, Milwaukee & St. Paul Railway Companies, decided by this Board as early as July 14, 1887,

some time before the adoption of the act of the Twenty-second General Assembly of this State, hereafter referred to, this question of the obligations of one railway company to switch cars of another company was quite fully discussed by the Board.

We quote only the following from the opinion of the Board filed in that case:

"Chapter 158 of the laws of the Ninth General Assembly, section 1, reads as follows; 'Any railroad company in this State owning a railroad, shall, on request, permit any other railroad to connect with, and shall draw over its road the cars of any other road connecting with it, at reasonable times, and for a toll not exceeding its ordinary rate.' Section 1292 of the Code was added to this section by chapter 18 of the laws of the Fifteenth General Assembly: 'Any railway corporation operating a railway in this State intersecting or crossing any other line of railway of the same gauge, operated by any other company, shall by means of a Y or other suitable and proper means be made to connect with such other railway so intersected or crossed; and railway companies where railroads shall be so connected shall draw over their respective roads the cars of such connecting railway; and also those of any other railway or railways connected with said roads made to connect as aforesaid, and also the cars of all transportation companies or persons, at reasonable times and for a compensation not exceeding their ordinary rates.' These regulations are made by the General Assembly, and enforced by the courts, because of the public character of the railways. They are private corporations, but assume the character of public corporations when they become public carriers and when they exercise the right of eminent domain, assuming functions especially given and which are never accorded to individuals. The question that lies at the root of this complaint is, are the sidings and spur tracks built especially for the use and convenience of the railway companies for the handling of their own business subject to the same control and use as the main line for the railway highway? Can the public require that the cars from any source coming by competing railways shall be switched to warehouses, manufactories and other places for the purpose of being loaded or unloaded, and the use of these sidings provided for the business of their own road be furnished on the payment of a reasonable rate to railways competing with their companies for the business, competitors that have neglected or failed to supply themselves with the facilities for doing this business? If so, why should this be? Without this statute, while the railway company, as a common carrier, would be compelled to forward and deliver freight offered to all points reached by its tracks it would not be required to haul the cars of rival companies, and thus necessitate a break of bulk in all this competitive business. How does the State acquire the right to compel this? By conferring upon the company the authority to exercise the power of government, those of eminent domain; the power to take from the individual his private property and convert it to the uses of the railway, which under our constitution can only be done for public uses. It seems to us that any and all property in use for railway purposes that has been or could be acquired by condemnation, is subject to the provisions of section 1292, whether station grounds, tracks, spurs, or any other of the instrumentalities for handling cars. This will also apply to tracks laid in streets, alleys, or any other grounds that have been reserved for public uses, and are occupied by railways under authority given them by law. We think this question is decided by broader principles, and that it is not necessary to discuss the question as to what rights the companies obtained, or what duties were imposed by the ordinances."

The authorities referred to by the Board to sustain the position so taken, are cited in the opinion, which can be found in the report of the Board for the year 1887, pages 743 to 750.

The interstate commerce act was approved February 4, 1887. Section three thereof requires every common carrier subject to the provisions thereof to afford all reasonable, proper and equal facilities for the interchange of traffic between their respective lines, etc., but said section contains the following clause: "But this shall not be considered as requiring any such common carrier to give the use of its tracks or terminal facilities to another carrier engaged in like business."

The Twenty-second General Assembly of Iowa passed an act approved April 5, 1888, based largely upon the interstate commerce law. Section four of the Iowa act relates to the same general subject as section three of the interstate act above quoted from, but with the very material modification of leaving out the above quotation as to the use of terminal facilities and inserting in lieu thereof at the close of said section four of the Iowa act, the following clause, to wit: "Any common carrier may be required to switch and transfer cars for another for the purpose of being loaded or unloaded upon such terms and conditions as may be prescribed by the Board of Railroad Commissioners." Laws of Twenty-second General Assembly, page 34.

As this act of the legislature was passed since the ruling of this Board was made in the Dubuque switching case above referred to, it would seem that there could not be much question as to what the law is in relation to that matter in this State, and as the statute of this State is very materially different from the interstate commerce act as to the matter of the use of terminal facilities of one company by another, the Board are of the opinion that it is the duty of the Chicago & Northwestern Railway Company, under the laws of this State, to do the switching for the complainant substantially as

asked for by him in his petition to the Board, upon reasonable compensation being paid for the required service.

If this cannot be agreed upon the Board would deem it their duty under the law to fix the terms and conditions as provided in the act mentioned, if properly applied to for that purpose,

This communication setting forth quite fully the views of the Board is addressed to you in the hope that upon consideration thereof you will be disposed to take the matter up again with Mr. Wolff and see if you cannot reach an adjustment without any further action by the Board,

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,

Secretary.

CHICAGO & NORTHWESTERN RAILWAY COMPANY,
OFFICE OF GENERAL MANAGER, CHICAGO, February 1, 1893. }

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Referring to your letter of January 12, 1893, reviewing the complaint made by P. A. Wolff of Cedar Rapids, Iowa, in regard to certain specified matters at that point.

I have given the communication of the Board a careful consideration, and will say, that I do not see any other position that can properly be taken by the Northwestern company except that given in my letter under date of October 18, 1892

That communication is in the hands of the Board, and I therefore assume that no further reply than a reference to it is necessary, at the present writing.

Yours truly,

J. M. WHITMAN,

General Manager.

On March 1st Mr. Wolff's formal complaint is made and on April 4, 1893, a full hearing of the case was had at Cedar Rapids and finding made; on June 21st, the railway company notified the Board that it would do the switching for Mr. Wolff. On August 25th Mr. Wolff's attorney asked the Board to render a verdict for damages against the Chicago & Northwestern Railway Company for failure to switch for Mr. Wolff, this having a nature of a private claim for a wrong verdict. They had no authority to do so, their relation to the case being that of a body that could require the switching done as a duty the company owed the public.

DAVID E. McLAUGHLIN, DAVID, IOWA, }

VS. }

WINONA & SOUTHWESTERN RAILWAY
COMPANY. }

Asking establishment of station.

On October 14, 1891, Mr. D. E. McLaughlin of David, Iowa, made application to the Board of Railroad Commissioners for the establishment of a station at a point called David on the Winona & Southwestern Railway, the applicant at the time stating in writing that the company "secured the right of way between these two places, Wheeler and McIntire, with the understanding that they put in a side track at David. They put in side track and I ordered some cars for grain where-upon they ordered the section men to take up the track at once, they claiming that the switch was for the boarding car." The petition was submitted to the company, their answer filed October 19, 1891, being as follows:

WINONA & SOUTHWESTERN RAILWAY CO. }
GENERAL OFFICES,
WINONA, MINN., October 16, 1891. }

W. W. AINSWORTH, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Your esteemed favor of the 14th to the superintendent of the Winona & Southwestern Railway Company has been handed me for reply.

In relation to the statements of the letter of D. E. McLaughlin, of Brownville, Mitchell county, Iowa, "which is understood on the part of the Commission to be a complaint against the railway company for failure to provide sufficient stations for the accommodation of the public," permit me to say:

First.—That the distance by rail between the stations of McIntyre and Wheeler is 8.3 miles. The distance by wagon road I cannot state, but do not think it would be ten miles.

Second.—The Winona & Southwestern Railway Company did not secure their right of way between McIntire and Wheeler with the understanding that it would put in a side track between these two places. Mr. D. E. McLaughlin, who writes you the letter, proposed more than a year ago to obtain for the company and pay for two miles of right of way between these two stations, if the company would put a side track for the personal accommodation of this man McLaughlin upon a tract of wild, uncultivated land, which he did not own, but which was occupied by him for herding purposes. He never obtained a foot of right of way or paid out a cent therefor for the company. The company paid in full, and a large sum, to the owners for the right of way through the very land occupied by the man McLaughlin for herding purposes, and upon which he wished the side switch, if he obtained and paid for the two miles of right of way.

Third.—The party laying the track of the railway this past summer did lay down some ties and rails on the ground in the most temporary manner for the purpose of placing their boarding cars thereon. It was in no sense a switch or side track, or even a stub track, and was only done for the purpose stated. These boarding cars were placed upon this land because it was vacant and unoccupied land and no fences had to be opened in order to get to and from them. When the boarding cars were moved on, the rails and ties upon which they had been placed were taken up.

Fourth.—During the past year while obtaining the right of way and constructing and putting in operation our line of railway in Mitchell county, Iowa, we have had no application or request, directly or indirectly, from any person or persons between the stations named, or elsewhere, for a side track, or for the use of a side track at the point indicated or at any place within three miles of the land where the boarding cars stood, except from this man McLaughlin. From the best information we could obtain, we found that he had little or no pecuniary responsibility and would have but little or nothing of his own property to ship over the line.

The writer hereof met Mr. McLaughlin in Winona the latter part of September last, and he stated to the writer that he was satisfied with the action of the company in regard to this matter of the side track; that they had done right, and that he intended to make a canvass of the farmers living in that vicinity, and that he thought he could make such a showing as to business as would justify the company in being at the expense of putting in a siding, and wanted the company to say that if such a showing was made satisfactorily that it would do so. He saw other members of the company at that time in Winona and talked with them in the same way, but nothing was said to him beyond the assurance that the company desired to accommodate, as far as it could, all who desired to ship over its line.

Fifth.—The land upon which McLaughlin wished this siding is:

(a) Five miles west and two miles north from Riceville, a station upon the Chicago, St. Paul & Kansas City Railway, and excellent roads between the two points.

(b) One and one-half miles north and two and one-half miles east of Wheeler, a station on the Winona & Southwestern Railway, and excellent roads between the two points.

(c) Two miles south and three and one-half miles west from McIntire, a station upon the Winona & Southwestern Railway, and excellent roads between the two points.

If anything further is required in regard to this or any other matter, you have but to command me, and I am, Your obedient servant,

THOMAS SIMPSON,
Secretary W. & S. W. R'y Co.

Considerable correspondence covering a period of several months followed the answer of the railway company, and the parties failing to adjust the matter between themselves, Wednesday, June 23, 1892, at Osage, was set for hearing of the complaint. The conclusions reached by the commissioners as a result of the hearing are set out in the following letter:

DES MOINES, IOWA, August 18, 1892.

Thos. Simpson, Secretary Winona & Southwestern Railway, Winona, Minnesota:

DEAR SIR—In the matter of application of David McLaughlin and others for a station at what seems to be called David, on your line between Wheeler and McIntire, the Board have

recently received a statement from the county surveyor of Mitchell county, copy of which is herewith enclosed, that the distance between David and Wheeler by wagon road is five miles and between David and McIntire six and six-tenths miles. Mr. McLaughlin also in a communication, dated August 13th, to one of the members of the Board, says that he is willing to give your company what extra land is needed for a station at the place in question and \$300.00 in cash; that he will grade up ends of sidetrack and build his own stock-yards. The Commissioners are frank to say that shortly prior to the receipt of said communication they had reached the conclusion from their investigation or hearing had on the 22d of June on the ground, and the evidence submitted since, that they would hardly be justified in holding that a station should be established there at the present time. The matter was not, however, free from doubt.

The distance by your line between Wheeler and McIntire is 8.2 miles. It seems to be a good farming region and fairly well settled. From communications received since their visit to said locality, as well as from statements there made, a station seemed to be desired by quite a large number of people in the surrounding country. Mr. McLaughlin has certainly displayed a good deal of energy in trying to have a station or side track established there and if the same energy is exercised in developing business after some reasonable facilities therefor should be provided, it would seem that it might result in some advantage to the company. The Commissioners send you herewith a copy of his last communication thinking that upon consideration of the terms of his offer your company might be disposed to accept the same, or if not, that a counter proposition might possibly be submitted that would result in an advantage that would be reasonably satisfactory to all parties interested.

Very respectfully yours,

BY ORDER OF THE BOARD

W. W. AINSWORTH,
Secretary.

In answer to which the company replied:

WINONA, MINNESOTA, August 22, 1892.

W. W. Ainsworth, Esq., Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I am just now in receipt of yours of the 18th inst. with enclosures as therein stated.

In regard to the establishment of a station upon the Winona & Southwestern Railway at a place now called David, I will take great pleasure in submitting the same to the members of our executive board as soon as possible. The members of this board have nearly all of them been absent from the city for some time and have not returned, but expect they will all be here soon, at which time this matter shall be duly considered and an answer to your valued communication sent you.

Very respectfully yours,

THOMAS SIMPSON,
Secretary.

The company on a later date again addressed the Board in regard to this matter, their letter being set out below:

WINONA, MINNESOTA, October 8, 1892.

W. W. Ainsworth, Esq., Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa,

DEAR SIR—I have yours of the 1st. There are some perplexing difficulties just at this particular time in the way of our making a proposition to McLaughlin looking towards the establishment of a station at the place called "David." Good faith to the people at McIntire and at Wheeler, stations upon our line, would seem to indicate that this company ought not to be the movers, in any shape or form, in the establishment of a station at that point. In the operation of our road we have not seen any necessity for establishing such a station; it would involve this company in large expense without corresponding benefit either to ourselves or to shippers.

I have had an interview with Mr. McLaughlin since receiving your letter. I told him how much land we would need to establish a station at that point and what we should need in the way of pecuniary aid to reimburse us for expenditures we would have to make. We are having some talk with him now and expect to go out and look the ground over, and would like until the 15th of November to see what can be done in the way of accommodating parties who wish to ship from that point without too much loss and expense to ourselves, if it can be done at all.

Please advise me if the Hon. Board of Commissioners will extend final action upon this matter until the 15th of November next, and oblige

Yours truly,

THOS. SIMPSON.

On November 26, 1892, Mr. McLaughlin wrote the Board:

DAVID, IOWA, November 22, 1892.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners:

DEAR SIR—If there has been no decision on my case have it continued for a while, as I have got a proposition from the railroad company to be accepted by the people interested in station here. The railroad company has offered to put us in a station if we can pledge \$1,000.

DAVID E. McLAUGHLIN.

As a result of this conference between the parties the Commissioners received the following official notice in the form of a circular sent out by the Winona & Southwestern Railway Company, bearing date of May 18, 1893, which circular is set out below and closes the case:

WINONA, MINNESOTA, May 13, 1893.

Agents and Conductors:

A prepaid station, to be known as David, is 'oday established 102 miles west of Winona, between McIntire and Wheeler, 4.6 miles west of McIntire and 3.6 miles east of Wheeler.

Present rates of freight, both through and local, to and from McIntire, Will apply to David, except where affected by distance tariff.

J. J. MAHONEY,
Superintendent.

FRIEDRID PUNDT, ROAD SUPERVISOR,

VS.

CHICAGO, MILWAUKEE & ST. PAUL
RAILROAD COMPANY.

} Highway crossing.

On January 2, 1893, the following complaint was received by the Commissioners:

MAHONUE, IOWA, December 31, 1892.

To the Honorable Railroad Commissioners, Des Moines, Iowa:

The undersigned, supervisor of Highway District No. 3, Iowa Township, Iowa County, Iowa, complains against the Chicago, Milwaukee & St. Paul Railway Company, and says:

The highway crossings, as follows: over the railway where it crosses the highway between sections 4 and 5, township 80, range 9; and over said railway where it crosses the highway in the northwest $\frac{1}{4}$ of section (?), township 90, range 9, west, all in the said district above referred to, are kept in an unsafe condition, and unfit for public travel in that

First--In each case the earth work approach is at too steep a grade for practical use.

Second--Such approaches are too narrow for convenience and safety.

Third--And, whereas, such grades are high and dangerous, even when properly constructed; they should be, and are not, provided with railings or other device for the protection of travelers.

Said railway company has had ample notice of the condition of said crossings, and has failed and neglected to place the same in proper condition for safe and convenient public travel.

And the complainant respectfully asks that said railway company be required to place such crossings in proper condition.

Complainant further says that a board should be placed at the base of the railing on the bridge, to cause it to retain the snow; in the absence of such board, these crossings become bare and a loaded sled cannot conveniently or practically be drawn over same.

FRIEDRID PUNDT.

On the same day it was forwarded to Mr. A. J. Earling, general manager of said company. No reply having been received on the 23rd, Mr. Earling was again requested to reply as to his position in the matter, and on January 28, Mr. W. G. Collins, general superintendent, says: "The boards requested for the purpose of holding the snow on the bridges have been placed in position. The other matters will receive Mr. Earling's attention upon his return from his vacation." After some further correspondence, Mr. Earling writes on March 8th: "If any work is required on the earth approaches it will have attention when the ground is in condition for such work to be done."

Mr. Beem, the attorney in the case, was advised of the assurances received from the officers of the road and requested to notify the board upon the completion of the work.

On May 25th Mr. Beem having reported "no work done" Mr. Earling's attention was again called to the matter and an early reply requested, to which on June 18th he says: "This work has been delayed on account of wet weather and scarcity of men but it will now be commenced within the next week and will be completed without further delay."

Under date of August 30th in reply to an inquiry sent Mr. Earling on the 23d, Mr. Earling says:

"The grading of the two highway crossings referred to have been completed and wing fences will be placed on both sides in a few days." Attorney Beem was requested at various times to report when the work was completed and on December 9th Mr. Beem says: "The work has been put in by way of crossings that answer the purpose," and the case is considered closed.

R. H. AND J. H. BARNES, OLIVET, IOWA, }

VS. }

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY. }

Under-crossing for cattle:

On June 27, 1893, Messrs. R. H. and J. H. Barnes, of Olivet, filed a complaint with this Board against the Chicago, Rock Island & Pacific Railway Company, claiming that the Washington branch of said road runs through the plaintiffs' farm, dividing their pasture field in such a manner as to separate from the large part of the pasture the valuable spring of water from which the stock in said pasture secured their drink. They further state that through an embankment on said road and in said pasture they have at all times up to the date above mentioned since the construction of defendant road enjoyed the right and use of an under-crossing, made as the plaintiffs claim in accordance with an agreement made with their father, the then owner of the said land, in consideration of certain rights granted the defendant company. At or about the date of this complaint the said railroad company notified the plaintiffs that unless they, the plaintiffs, produced what they claimed to be a contract for said under-crossing in writing, the defendant company would within one week proceed to fill the passage way enjoyed and used by plaintiffs for their stock, in number about two hundred head, to and from the water.

On July 1st the complaint was sent Mr. E. St. John, general manager of the Chicago Rock Island & Pacific asking his immediate attention to and early report on the matter.

Under date of July 6th Mr. A. Kimball of Davenport, assistant to president, writes: "Mr. St. John has referred to me your letter of July 1st in reference to cattle pass near Olivet for Messrs. R. H. and J. H. Barnes; I have instructed the roadmaster to put it in."

On the same date Messrs. Barnes Bros. were notified of contents of Mr. Kimball's letter and a letter dated July 7th was received from Messrs. Barnes expressing satisfaction that the pass was now all right and thanks to the board for their promptness, and the case is considered closed.

COREY COAL COMPANY, LEHIGH, IOWA,

vs.

*Failure to furnish cars.*THE MASON CITY & FORT DODGE
RAILWAY AND THE ILLINOIS CENT-
RAL RAILWAY.

From December 12, 1892, to March, 25, 1893, the Corey Coal Company failed to receive from the railways complained of all the cars needed for their trade, the result being that their mines could not be worked to their full capacity. In addition to this the Corey Coal Company complains that box cars are furnished for their coal which are not suitable and involve additional expense in loading and unloading.

The Mason City & Fort Dodge Railway Company in reply claims that it has coal cars enough to supply all the stations and demands upon its line but is not able and is under no obligation to furnish cars for the business of other railroads. The Illinois Central Railway Company claims that the demand for coal cars for the winter was very great, and while under no legal obligation to do so, had, whenever it had cars to spare, sent them over the Mason City & Fort Dodge Railroad to be loaded by the Corey Coal Company.

The coal company ask the Commissioners to order the Mason City & Fort Dodge Company to increase their coal equipment by the addition of one hundred cars and that the Illinois Central Company be required to furnish such cars as they require on demand.

The Commissioners are of the opinion that the statute would not sustain an order of this nature under the circumstances of this case.

BOARD OF SUPERVISORS OF PAGE
COUNTY, IOWA,

vs.

*Highway crossing.*CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY.

On June 9th, 1893, the following petitions were received by this Board:

Before the Iowa State Board of Railroad Commissioners.

IN THE MATTER OF THE APPLICATION OF
PAGE COUNTY FOR RAILROAD CROSSING OF
THE PORTER ROAD. } *Complaint.*

To said Board:

You are hereby notified that on November 10th, 1891, the board of supervisors of Page county, Iowa, established a public highway, known as the Porter road, commencing at the southeast corner of section four (4), Grant township, thence running north between sections three (3) and four (4) of Grant township, and sections thirty-five (35) and thirty-four (34) of Pierce township to the southwest corner of section twenty-seven, Pierce township, a distance of two miles.

That at or about the intersection of said highway with the township line of said township it crosses the Nebraska City branch of the Chicago, Burlington & Quincy Railroad Company.

That for the past six months said highway has been graded and opened for travel, except at the crossing of said railroad right of way, which is rendered impassable for want of suitable grading and crossing.

That application has been made to said railroad company by the board of supervisors of said county for a suitable crossing and grade and approaches thereto over its right of way, which has been refused, except upon condition that the county will assume and agree to defray all expenses incurred thereby. This condition the county refuses to accept or recognize any liability for such crossing, holding that it is the exclusive right and duty of the railroad company to put in all highway crossings at its own expense.

Wherefore, your petitioner prays for an order requiring said railroad company to put in a suitable crossing, grade and approaches for said road over its right of way aforesaid, as required by law.

By order of the board of supervisors, now in session, June 6th, 1893.

(Signed)

W. P. FERGUSON,
County Attorney.

Before the Iowa State Board of Railroad Commissioners.

IN THE MATTER OF THE APPLICATION OF PAGE }
COUNTY FOR RAILROAD CROSSING OF WOOD- } Complainant.
WORTH ROAD.

To said Board:

You are hereby notified that the board of supervisors of Page county, Iowa, have established a public highway, known as the Woodworth road, commencing at the northwest corner of the south half of the southwest quarter of section thirteen (13) Lincoln township, Page county, Iowa, thence running north along the section line and one-fourth miles to intersect with the old highway.

That said highway crosses the track and right of way of the Clarinda, College Springs & Southwestern Railroad at a point which is rendered impassable for want of proper grading and crossing over the company's right of way.

Wherefore, your petitioner prays for an order requiring said railroad company to put in a suitable crossing, grade and approaches for said road over its right of way aforesaid, as required by law.

By order of the board of supervisors, now in session, June 6th, 1893.

(Signed)

W. P. FERGUSON,
County Attorney.

In response to the foregoing the following was directed to Mr. Ferguson:

DES MOINES, IOWA, June 9, 1893.

W. P. Ferguson, Shenandoah, Iowa:

DEAR SIR.—Your application for the opening of crossings on established highways in Page County is received, and as some matters are not fully explained in your application, I am directed to ask you if the highways mentioned are established over and across the right of way of the railroad company, or are they only laid out and established up to the said right of way on each side thereof? In other words, has the right of way of the railroad been condemned for highway purposes? If you will kindly explain the conditions you will oblige the Commissioners.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary,

To which, on June 12, Mr. Ferguson replies: "That no action has been taken to condemn or purchase such crossing. The highways have been established up to the right of way on both sides, in each case, and as we understand it, it then becomes the duty of the railroad company to put in such crossing."

The case was taken up with Mr. C. M. Levey, superintendent of Iowa lines, and on July 21, Mr. Levey says:

BURLINGTON, IOWA, July 21, 1893.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR.—Referring to the complaint of Board of Supervisors of Page county, in respect to our failure to construct crossings at the so-called Porter and Woodworth roads: We have investigated the matter, and I am advised by our legal department that under the facts, as we understand them, no such highway crossings exist, the statutory provisions necessary for their creation not having been complied with. Of course we would not, therefore, be

justified in opening them up. I will also add, that where it is sought to have the Woodworth road cross our tracks, it is a very dangerous location, being on a high embankment and within about fifty feet of a high trestle and I think the Board will agree with us that it ought not to be there. At point where the so-called Porter road reaches our track, the crossing would not be so objectionable, and if the crossing is really needed, and the necessary steps are taken to locate it over our right of way, we have no particular objections to urge to its construction.

Yours truly,

C. M. LEVEY,
Superintendent of Iowa Lines.

Mr. Levey's reply was sent Mr. Ferguson July 26, with the request that "after noting points made by Mr. Levey if you have further statements to make to the Board in reference to this case, kindly forward at an early convenience."

Under date of August 12th, Attorney Ferguson placed the following reply with the Board:

"In reply we have to say that as we understand it the roads in question have been legally established and that the only controversy between the county and the railroad relates to the right of county to establish a road across the right of way without first condemning it.

It is our contention that without such condemnation across right of way it is the duty of the railroad company to put in the crossing. Whether condemned or not the county officers could have no power or right to enter right of way for such a purpose. We do not even ask your Board to decide this legal question, as we are quite willing to have it tried in court and decided by the proper legal tribunal. But it will be seen that this will occasion a long delay, during which all travel will be impeded, and its patrons become impatient and thus bring a pressure on the county board to submit. It is our contention that your Board should order the crossing in, and have the question of cost or liability to be determined by the courts later on. This would involve no hardship on the company, as in any event the work must be done by it. Why then delay doing so and deprive patrons of highways? If the expense is a just claim against the county it will be paid.

(Signed)

W. P. FERGUSON,
County Attorney.

In reply to the contention of Mr. Ferguson in the foregoing, and other letters not published, the following was sent on August 14, in which the position of the Board is somewhat fully set forth:

DES MOINES, IOWA, August 14, 1893.

W. P. Ferguson, County Attorney Page County, Shenandoah, Iowa:

DEAR SIR—Yours of the 12th inst. in relation to alleged highway crossings on Chicago, Burlington & Quincy railroad has been received and submitted to the Commissioners.

I am directed to say in reply that if you can cite any legal authority for the position assumed by you as to the law governing the matter, the Commissioners would be pleased to have you refer them to the same. Under date of June 9th you were asked whether the highways in question have been established over and across the right of way of the railroad company and in reply, under date of June 12th, you say, that "no action has been taken to purchase or condemn such crossings. The highways have been established up to the right of way on both sides in each case," and in your last letter you say, "It is our contention that without such condemnation across right of way it is the duty of the railroad company to put in the crossing."

Outside of cities and incorporated towns the board of supervisors of the county have power "to lay out, establish, alter or discontinue any highway," and the statute points out the method or proceeding by which the same can be legally done. If a highway is sought to be laid across the right of way of a railroad company why should it not be notified and have a chance to be heard before the proper tribunal the same as any other property owner affected by the proposed highway? And can such highway be legally established across such right of way until the proper steps are taken as by the code provided?

As at present advised the Commissioners do not consider that they have any jurisdiction in the matter set forth in your complaint upon the facts as conceded by you to exist. Until a highway is legally established across the right of way of a railroad company, how can it be guilty of violating any law in refusing to put in the proper crossing? The Board of Railroad Commissioners have authority to "inquire into any neglect or violation of the laws of this

State by any railroad corporation doing business therein," and when in the judgment of the Board any such corporation fails to comply with the terms of its charter or the laws of the State, it can take action in the premises. If you will closely examine the Marshall county case that you cite in one of your letters to the Board (Report 1889, page 1064) think you will find that the board of supervisors in that case legally established the highway across the right of way of the railroad company. The Board being of the opinion, as at present advised, that the railroad company in the case presented by you is not as yet violating any law in refusing to put in the crossings in question, the Commissioners do not feel authorized to take any further action in the premises, and unless as before intimated, you can cite some additional authority to sustain the position assumed by you, your remedy will be in the proper court.

Very respectfully yours,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

REPORT OF ACCIDENTS.

REPORT OF ACCIDENTS.

BRUSH SIDING ACCIDENT.

DES MOINES, IOWA, February 16, 1893.

Hon. Horace Botes, Governor of Iowa, Des Moines:

SIR—At 3 o'clock, on the morning of February 8th, a rear end collision occurred at a passing station named Brush, on the main line of the Chicago, Burlington & Quincy Railroad, about five miles east of Osceola, in which eight persons were injured, three of them seriously. Six of them were stock shippers accompanying their stock, and two employes. From information furnished them the Commissioners regarded it their duty to investigate the accident, and went on the morning of February 8th, to Chariton, where the persons injured were taken. They saw all of them, and as soon as practicable took testimony which developed the following facts: First and second trains No. 72 were stock trains for Chicago running on fast time. First 72 left Osceola about seven or eight minutes before second 72 and reached Brush at 2:54 A. M. The length of the passing track at this station is about 3,200 feet, the telegraph office being at the east switch or the east end of the side track, the main line at this place being a single track. First and second 72 had the right to the track and would have gone on without stopping but had orders at Osceola to meet 346 at Brush. First 72 had 28 loaded cars and stopped having 12 cars east of the telegraph office and 14 west, the evident purpose being to have the middle of the train opposite the telegraph office; the time was 2:54 A. M. The conductor directed his brakeman to protect the rear end of train, walked the fourteen car lengths to telegraph office and had just signed order Exhibit B, time 3 A. M., when the collision occurred. In order more fully to understand the situation we give the orders by which the trains were run from the dispatcher's office at Creston. Exhibit A; Order No. 1: "Operator Brush, 2, 8, 93. Conductors and engineers 2nd and 3rd 86, 1st and 2nd 72, Osceola. Conductors and engineers Ex. 346 west, Woodburn, 2nd and 3rd No. 86, 1st and 2nd No. 72 and Ex. 346 west will meet at Brush instead of Woodburn.

(Signed)

J. H. D.

Completed 1:26 A. M.

Exhibit B. Order No. 15, 2, 8, 93. "Conductors and engineers 2nd and 3rd 86 and 1st 72, Brush. Conductor and engineer 190 west, Woodburn, 2nd and 3rd 86, 1st 72 and Ex. 190 west will meet at Brush instead of Woodburn.

J. H. D."

(Signed)

Heasley 2, 86, completed at 2:37 A. M.

Wooden 3, 86, completed at 2:46 A. M.

Dubois 1, 72, completed at 3:00 A. M.

Exhibit C, order No. 17, 2, 8, 93. "C & E 2nd and 3rd No. 86, 1st and 2nd 72, Brush. Take a full tank of water at Woodburn, none at Lucas.

J. H. D."

Completed at 2:06 A. M.

We give below some of the rules of the company governing the condition at Brush:

Exhibit D, Rule 74: When a train turns out to meet or pass another train, the red lights must be removed and green displayed as soon as the track is clear, but the red must again be displayed before returning to its own track. Headlights on engines when on side track must be covered as soon as the track is clear and train has stopped, and also when standing at end of double tracks.

Rule 93: All trains must stop at schedule meeting or passing points on single track, and if train to be met or passed is of the same class, unless the switches are plainly seen to be right and the track clear. The point at which a train should stop is the switch used by the train to be met or passed in going on the siding. When the expected train of the same class is not found at the schedule meeting or passing point, the train having the right of track must approach all sidings prepared to stop until the expected train is met or passed.

Rule 524: If an operator receives an order to hold a train, or receives an order addressed to a train which is at his station, he must not expect the order until the conductor of such train has seen and signed the same whether it be a 31 or a 19 order."

The meaning of figures 19 and 31 are special orders which must be repeated to the dispatcher, and when the order is complete a response, with the superintendent's initials, will be given when authorized by train dispatcher; a copy of the order must be delivered to each person addressed except the engineer.

The rules for the running of trains are here stated, so far as they apply to the case investigated, and appear so far as the orders and dispatches are concerned, and make it evident that no fault lies in either the rules or orders.

The alignment of the railway for at least a mile west to Brush passing track was straight, with a grade slightly ascending to Brush; the night was clear and the light of the locomotive on the side track was distinctly seen from the approaching train for this distance.

The train 2nd 72 left Osceola 7 or 8 minutes after 1st 72; was running on this straight line at the rate of 30 miles per hour; the engine was provided with power brakes and steam, and two cars next the engine had power brakes that were applied from engine. Rule 74 requires that head lights on engines when on side tracks must be covered as soon as the track is clear and the train stopped. From the evidence this was neglected. It is claimed by the engineer of 2nd 72 that the neglect of this rule, or rather the reflection from the headlights of the engines on the escaping steam obscured the signal light at the depot and also the rear lights of train 1st 72.

Rule 97 requires that when a freight train stops at any point not its usual stopping place (as in this case) the flagman must go back not less than twenty telegraph poles to protect the rear of his train. It was in evidence that 1st 72 reached Brush east switch at 2:54 A. M.; that the conductor walked to the telegraph office and had just signed the order at 3 A. M. when the collision occurred. The facts are that the approaching train was running at the rate of thirty miles per hour; that the lights on the engines on the side track were not covered, and the brakeman of 1st 72 did not go back twenty telegraph poles or any great distance to protect the rear of the train. His testimony that he went back immediately on stopping, and that there was but a moment's time, is in conflict with the other statements showing that the train had been stopped six minutes when the collision took place. When this seemed inevitable he ran into the caboose and waked up the stockmen who were asleep, and was one of the most seriously injured. Second 72 was running into this station when it had an order to stop (the locality being distinctly seen and known) at a rate of speed entirely too great, and the train was shown to be beyond control, as the one it ran into was nearly half its length over the east or further switch. How much weight is due to the neglect to cover the headlight the Board is unable to determine, but probably this precaution is a safeguard or it would not be required in the rules. The accident was due to the neglect of two, if not three, of the rules by different persons. If either had obeyed them it would not have so occurred. If the train had run into the station where it was ordered to stop at a rate that it was under control and in condition to stop (rule 97 says that freight and extra trains must pass through stations completely under control, speed must be reduced and enginemen and trainmen must commence to get their train under control a half mile before reaching station, so that under no circumstances would it be possible for it to strike any train. The entire responsibility for safety rests with the approaching freight.) Obedience to this rule would have saved the wreck.

Second. If the brakeman on train first 72 had gone back to protect the rear of his train he would have signalled the approaching train in time to stop as there were two cars with air.

Third. If the headlights of the trains going west had been covered it may be that the station signal and the lights on the rear of first 72 would have been seen in time to have stopped. On this latter the Commissioners are in doubt as to whether the effect is as claimed by the engineer of train second 72, obscuring the other lights. They can, however, assign no other reason for covering the headlights than some effect tending to confuse the train approaching.

Since writing the above the Commissioners are informed that the headlight of the first train going west was covered.

No deaths have occurred as yet. Six men in charge of stock were injured, one very seriously, leg broken in two places and head and body injuries; the other injuries to stockmen were comparatively slight. The rear brakeman, when he saw the collision inevitable, went into the caboose and while awakening the stockmen was caught and badly hurt. The fireman on second 72 jumped from his engine and was badly hurt, and when the Commissioners were there seemed to be suffering from a shock that affected the brain besides some external injuries.

Respectfully submitted,

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

STRATFORD ACCIDENT.

DES MOINES, IOWA, 12 o'clock M., October 12, 1893.

To J. M. Whitman, General Manager Chicago & Northwestern Railway Company, Chicago, Illinois:
Please report to this Board the accident near the Des Moines river last night.

BY ORDER OF THE BOARD.

W. W. AINSWORTH,
Secretary.

CHICAGO, ILLINOIS, October 12, 1893.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I will advise that a special freight train east, which left Lake City, Iowa, at 5:05 P. M., October 11th, with Conductor Erb and Engineer McAllister in charge, and special freight east, Conductor J. Hoover and Engineer E. Bates in charge, which left the same point at 7:20 P. M., met with an accident one mile west of the Des Moines river bridge about 10:30 P. M. Conductor Erb cut off a portion of his train at a point $1\frac{1}{4}$ miles east of Des Moines river bridge to double into Stratford, his brakeman taking the head end of the train into that station, Conductor Erb remaining with the rear end. The rear portion ran down the grade across the Des Moines river bridge and struck Hoover's train at a point about one mile west of the bridge. This accident resulted in the death of Conductor Erb, and in the loss of a leg above the knee by Brakeman F. E. Smith. Engineer Bates is also sprained and bruised, but not seriously.

The cause for this accident we are unable to learn, as the only man who could explain it, Conductor Erb, is dead.

Yours truly,

J. M. WHITMAN,
General Manager.

CRESCENT ACCIDENT.

DES MOINES, IOWA, September 28, 1893.

To J. M. Whitman, General Manager Chicago & Northwestern, Chicago, Illinois:

Please telegraph the Board a full report of the accident occurring near Council Bluffs September 27th.

W. W. AINSWORTH,
Secretary.

BY ORDER OF THE BOARD.

CHICAGO, September 28, 1893.

W. W. Ainsworth, Secretary:

A full written report of accident near Council Bluffs on September 27th will be sent you immediately. I have so instructed Superintendent Hallenbeck.

J. M. WHITMAN.

Chicago & Northwestern wire, 2:21 P. M., September 28, 1893.

BOONE, IOWA, September 28, 1893.

Mr. W. W. Ainsworth, Secretary of Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to collision two miles west of Crescent, September 27th, at about 11:00 A. M.

Conductor Jackson, Engineer Dawson, engine 200, with pile driver train, had orders to work special between Council Bluffs and Honey Creek September 27th, and flag against all trains after 8:00 o'clock A. M. They were working at a bridge about three miles east of Crescent until 10:55 A. M., when they started for Council Bluffs. Train slowed up at Crescent and picked up flagman, leaving Crescent about 11:00 A. M. and collided with special east, Conductor Van Gorder, Engineer Blaine, engine 109, when about two miles west of Crescent. The special train east, Van Gorder, conductor, had an order to run special, Council Bluffs to Honey Creek, and a message that Jackson was working between Council Bluffs and Honey Creek under a flag.

Brakeman, Bert Jenkins, on pile driver, and Soren Peterson, section laborer, who were on the special east, were instantly killed. John Condon, laborer, who was on pile driver, buried on shoulder. Christ Knutson, section laborer, was bruised on shoulder, side and leg. The crew with pile driver failed to get clearance at Crescent; also failed to have a flagman ahead of them leaving Crescent.

Yours truly,

P. HALLENBECK,
Superintendent.

SYLLABI OF CASES DECIDED BY THE INTERSTATE COMMERCE COMMISSION.

From June 30, 1892, to September, 1893, taken by consent of L. K. Strouse & Co. from the reports of said decisions published by that firm.

L. N. Trammell, Allen Fort and Virgil Powers, Railroad Commissioners of Georgia, against Railroad Companies: Complaints in Nos. 314, 315, 316 and 317, filed October 22, 1891. Decided November 11, 1892.

First.—The fact of a receivership for a defendant carrier subsequent to complaint should not interfere with the progress of a proceeding brought merely for the purpose of railway regulation.

Second.—The phrase "common control, management or arrangement for continuous carriage or shipment" in the first section of the act to regulate commerce was intended to cover all interstate traffic carried through over all rail or part water and part rail lines. The receipt successively, by two or more carriers, for transportation of traffic shipped under through bills for continuous carriage over their lines, is assent to a common arrangement for such continuous carriage or shipment, and previous formal arrangement between them is not necessary to bring such transportation under the terms of the law.

Third.—The total rate for through carriage over two or more lines, whether made by the addition of established locals, or of through and local rates, or upon a less proportionate basis, is the through rate that is subject to scrutiny by the regulating authority; how the rate is made is only material as bearing upon the legality of the aggregate charge, and how any reduction may be accomplished is matter for the carriers to determine among themselves.

Fourth.—The second, third and fourth sections of the act to regulate commerce compared with provisions in English statutes. English decisions examined and the frequent citation of such decisions to influence cases brought under greatly dissimilar statutory provisions in this country, without regard to differences in facts, time, extent of country and methods of trade and transportation considered and criticised.

Fifth.—The fourth section of the act to regulate commerce construed, and the principles laid down in *Re* Petitions of Louisville & Nashville R. Co., 1 I. C. C. Rep. 31, 1 Inters. Com. Rep. 278, reaffirmed, except the ruling therein whereby carriers were permitted to judge for themselves in the first instance of what constitutes "rare and peculiar cases of competition between railroads which are subject to the statute, when a strict application of the general rule of the statute would be destructive of legitimate competition," which is hereby overruled.

Sixth.—The competition of carriers subject to the act to regulate commerce does not create circumstances and conditions which the carriers can take into account in determining for themselves, in the first instance, whether they are justified under the fourth section in charging more for shorter than for longer distances over their lines.

Seventh.—The competition of markets on different lines for the sale of commodities at a given point served by both lines does not create circumstances and conditions which the carriers can take into account in determining for themselves in the first instance whether they are justified under the fourth section in charging more for shorter than for longer distances over their lines. To determine the force and effect of such competition involves consideration of commercial questions peculiar to the business of shippers, such as advantage of business location, comparative economy of production, comparative quality and market value of commodities, all of which are entirely disconnected from circumstances and conditions under which transportation is conducted. Carriers cannot create abnormal situations by making rates which equalize advantages and disadvantages of localities and thereupon claim justification for greater charges on shorter hauls on the ground that the lesser long haul charges which accomplish such equalization are necessary to secure increase in traffic over their lines.

Eighth.—The carrier has the right to judge in the first instance whether it is justified in making the *greater charge for the shorter distance* under the fourth section in all cases where the circumstances and conditions arise wholly upon its own line or through competition for the same traffic with carriers not subject to regulation under the act to regulate commerce. In other cases under the fourth section the circumstances and conditions are not presumptively dissimilar and carriers must not charge *less for the longer distance* except upon the order of this Commission.

Ninth.—When a carrier on complaint under the fourth section avers substantial dissimilarity in circumstances and conditions as justifying its greater charge for shorter hauls, it is concluded by its pleading and must affirmatively show that the circumstances and conditions of which is entitled to judge in the first instance are in fact substantially dissimilar, but upon an application for relief under the fourth section proviso the carrier is not limited by such a rule of evidence, and may present to the Commission every material reason for an order in its favor. There seems to be no limitation upon the power of the Commission to grant relief under that proviso, when, after investigation, the Commission is satisfied that the interests of commerce and common fairness to the carriers require that an exception should be made.

Tenth.—Complaints in cases No. 324 and No. 325 dismissed. In cases Nos. 314, 315, 316, 317 and 326 defendants ordered to cease and desist from charging more for shorter than to longer distance points mentioned in the complaints, or file applications for relief under the proviso clause of the fourth section, and show cause thereon within a time specified.

The Independent Refiners' Association of Titusville, Pennsylvania, and the Independent Refiners' Association of Oil City, Pennsylvania, against the Western New York and Pennsylvania R. R. Co. et al.

Complaints filed in first two cases December 4, 1888, and in third case January 30, 1889. Decided November 14, 1892.

First.—It is the duty of the carrier to equip its road with the means of transportation, and, in the absence of exceptional conditions, those means must be open impartially to all shippers of like traffic.

Second.—Ownership of a car rented to a carrier and for the use of which the carrier pays a full consideration, does not of itself entitle the owner to the exclusive use of such car, and if the owner may, in the contract of hire to the carrier, stipulate for the exclusive use of the car, it must be upon such terms as shall not constitute an unjust discrimination against shippers of like traffic in cars owned by the carrier, and who are excluded from the use of the car so hired.

Third.—Where oil is transported by the carrier both in barrels and tank cars, and the use of the tank cars is not open to shippers impartially but is practically limited to one class of shippers, the charge for the barrel package in barrel shipments, in the absence of a corresponding charge on tank shipments, resulting in a greater cost of transportation to the shipper in barrels on like quantities of oil between like points of shipment and destination than to the tank shipper, is a discrimination against the former in favor of the latter for which no legal justification has been shown in these cases.

Fourth.—The oil rates from Oil City and Titusville, Pennsylvania, to New York and New York harbor points and Boston and Boston points, exclusive of the charge for the barrel package in barrel shipments, are not shown to be either unreasonable in themselves or relatively unreasonable as between those points.

Fifth.—An agreement for the pooling of traffic between a carrier by rail, subject to the act to regulate commerce, and a carrier by pipe line does not fall within the description of contracts prohibited by section 5 of that act.

In the matter of alleged unlawful charges for the transportation of coal by the Louisville & Nashville Railroad Company.

Order served July 16, 1891. Decided November 17, 1892.

Upon investigation had in a proceeding instituted by the Commission on its own motion, it appeared that the respondent had in force over its line to Nashville a special rate on coal when used for manufacturing purposes by persons named upon the manufacturers' list prepared by the railroad company. These lists were furnished to dealers who, on selling coal to

such manufacturers, issued certificates which entitled them to obtain a refund from the railroad company amounting to the difference between the regular and special rates. Pending investigation the respondent discontinued the "manufacturers' rate" and put in force a new coal tariff to Nashville, whereby coal, "run of mines, nut and slack," is given the rate of \$1.00 per ton the year round, and "screened" coal a rate of \$1.15 per ton April to September, and for the remainder of the year a rate of \$1.40 per ton. The rate from the same mines to Memphis, a point affected by water competition for coal traffic, is \$1.40 per ton on all coal the year round, and respondent buys coal at the mines and sells it in Memphis market. *Held*.

First.—That the practice abandoned by the respondent common carrier of arbitrarily determining what persons should receive the so-called "manufacturers' rate" was a clear violation of the act to regulate commerce.

Second.—That the rate of \$1.00 per ton charged by respondent upon coal "run of mines, nut and slack" is not unreasonably low, nor disproportionate to the rate of \$1.40 per ton to Memphis; neither in view of circumstances affecting coal traffic at Memphis, is a rate of \$1.15 on screened coal to Nashville relatively unreasonable as compared with the Memphis rate, but so long as the Memphis rate does not exceed \$1.40, rates on said kinds of coal from the mines to Nashville should not, during any portion of the year exceed \$1.00 or \$1.15 respectively, and any reduction in the Memphis rate should be accompanied by proportionate reductions in rates on said different kinds of coal to Nashville.

The Merchants' Union of Spokane Falls against the Northern Pacific Railroad Company and the Union Pacific Railway Company.

Complaint filed April 2, 1889. Decided November 28, 1892.

First.—Transportation by rail from eastern points to the Pacific coast terminals, Portland, Tacoma and Seattle, is affected by the competition of controlling force and in respect to traffic important in amount, of water carriers reaching the same terminals, but such competition does not affect like transportation from said points to the city of Spokane, Washington; *Held*, therefore, that defendants are justified, by reason of such dissimilarity in circumstances and conditions in maintaining higher rates on shipments of like property from said points for the shorter distance to Spokane than for the longer distance to said Pacific terminals. The competitive position and attitude of the Canadian Pacific Railway, a foreign carrier, considered in connection with existing water competition, but the separate effect of competition by the Canadian route not found or determined.

Second.—Class rates in effect upon the defendant lines and the lower commodity rates to their Pacific terminals examined and discussed; *Held*, That the only justification for a through rate less than intermediate rate on the same article is the compulsion of rail carriers to accept the reduced compensation or suffer ocean rivals to perform the service and where the pressure of this alternative is not felt that there is no ground upon which the lower through charge can be excused. No article should be carried to terminal points on commodity rates, which, if the class rates were imposed would still seek rail rather than water transportation, and any violation of this rule is unjust discrimination against the intermediate town compelled to pay the higher class rate on the same article.

Third.—In the matter of carload and mixed carload rates, minimum weight of shipments entitled to carload rates, and in all other respects, defendants are required to provide for and allow the same privileges, facilities and advantages on shipments to Spokane as are provided or allowed in like shipments to Portland or other Pacific coast terminals.

Fourth.—"Blanket" class rates applying upon the Northern Pacific Railroad for a distance of over five hundred and eighty miles found relatively unreasonable; also, *Held*, That rates to Spokane, the principal distributing center to which such blanket rates apply, are unreasonable in themselves. Defendants ordered to cease and desist from charging rates on property from eastern points to Spokane which materially exceed 82 per cent of class rates now in effect both to Spokane and Pacific coast terminals. Provisions made for re-opening the case if necessary and bringing in other carriers who may be affected by the order.

Fifth.—The Northern Pacific Railroad Company, notwithstanding certain provisions on its charter, is subject, like all other interstate carriers, to the authority conferred by Congress in the act to regulate commerce. Citing and affirming *Raworth vs. Northern Pacific Railway Company*, 3 Inters. Com. Rep. 857, 5 I. O. C. Rep. 257.

The Potter Manufacturing Company vs. the Chicago & Grand Trunk Railway Company; The Atchison, Topeka & Santa Fe Railroad Company and the Southern Pacific Company.

Complaint filed October 17, 1891. Decided December 9, 1892.

First.—Continuance of a system of unjust rates cannot be required or excused on the ground that parties have made investments and entered into the business affected thereby on the faith of assurances from carriers of their maintenance, although a change might work injury to the parties whom such rates had unduly favored.

Second.—An advantage, resulting from just rates coupled with the enterprise and outlay necessary to utilize them, is legitimate, and carriers should not undertake to deprive a shipper of this advantage by a change of such rates.

Third.—A rate on a particular class of goods which is unreasonable or discriminatory in itself, is not justifiable on the ground that the same rate is given another (and in this case a competitive) class of goods and as applied to the latter is liberal and advantageous.

Fourth.—The question as to correct weights and shipments, as between carrier and shipper, is one of fact to be determined in a manner just to both parties and as to which the *ex parte* action of either cannot conclude the other.

Fifth.—Taking into consideration the difference in value of the unfinished and finished cheap bedroom sets involved in this case, and the greater tonnage per carload which can be hauled of the former, and having in view the interests of both carrier and shipper, it is held, that the rate on unfinished cheap bedroom sets as shipped by complainant from Lansing, Michigan, to Oakland, California, should not exceed 85 per cent. of whatever rate may be adopted for such sets in finished condition.

P. H. Loud, Jr., against The South Carolina Railway Company, et al.

Complaint filed February 13, 1890. Decided December 24, 1892.

First.—The question, whether property of a carrier in the hands of a receiver appointed after the matters complained of before this Commission are alleged to have occurred, is subject to an order of reparation issued by this Commission, is one to be presented and disposed of by the courts on proceedings therein for the enforcement of such order.

Second.—Rates should bear a fair and reasonable relation to the antecedent cost of the traffic as delivered to the carrier and to the commercial value of such traffic (*Delaware State Grange of Patrons of Husbandry vs. N. Y. P. & N. Ry Co.*, 3 Inters. Com. Rep. 581, 4 I. C. C. Rep. 605), but it is incumbent on parties invoking this rule to make satisfactory and reliable proof as to such antecedent cost and commercial value.

Third.—In passing upon the reasonableness of rates, the question whether they afford the carrier a proper return for the service rendered is to be considered as well as the result of the business to the shipper or producer of the traffic.

Fourth.—Where a special service is required of the carrier, such as rapid transit and speedy delivery in cases of perishable freight, a higher rate than for the carriage of ordinary freight is warranted, and, if a carrier, charging a rate based on such special service, fails to render it, to the damage of the shipper, and without legal excuse, the remedy of the latter would seem to be by a proper proceeding in a court of law.

Fifth.—A reduction in rates by a carrier is not *per se* evidence that the former rates were unreasonable, as such reduction may, as in the present case, be accounted for because of a decrease in cost of transportation and an increase in the volume of the traffic to which such rates apply.

Sixth.—The rates on melons complained of in this case having been materially reduced by the defendant carriers since the commencement of this proceeding, and there being no satisfactory evidence that the rates so reduced are unreasonable or excessive, the complaint is dismissed.

The Board of Trade of Chattanooga against The East Tennessee, Virginia & Georgia Railway Company, et al.

Complaint filed April 9, 1890. Decided December 30, 1892.

First.—Upon complaint alleging that rates on traffic from New York and other Atlantic seaboard points to Chattanooga are unreasonable and greater for the short distance to Chattanooga than for the longer distance over the same line, in the same direction, to Memphis and Nashville.

Held, That defendants are justified by the existence of water competition of controlling force in charging less on such traffic for the longer distance to Memphis, but that no such competition exists for such traffic to Nashville, and any greater charge for the transportation of like kind of property from said seaboard points for the short distance to Chattanooga than for the longer distance through Chattanooga to Nashville is in violation of the fourth section of the act to regulate commerce. Defendants ordered to cease and desist from making such greater charge to Chattanooga, with leave to file application for relief under the proviso clause of the fourth section within a specified time. *Ga. R. R. Co. vs. Clyde S. S. Co. et al.*, 4 Inters. Com. Rep., 120; 5 I. C. C. Rep., 324, cited and affirmed.

Second.—One transportation line cannot be said to meet the competition of another transportation line for the carrying trade of any particular locality, unless the latter line could and would perform the service alone if the former did not undertake it.

Third.—When great disparity exists between charges which are lower to competitive than to intermediate points much less remote, the inference is irresistible that the lower rate must be unremunerative upon any theory, or else the larger rate gives an unwarranted return for the service rendered.

The Chamber of Commerce of Minneapolis against the Great Northern Railway Company, et al.

Complaint filed February 3, 1892. Decided January 3, 1893.

First.—When a local rate from a given point is alleged unreasonable, but it appears from the record that such local rate is also a proportion of through rates from that point, and as such is the real subject of controversy, the complaint should be directed against the aggregate through rate, not the share received by any initial carrier, and all the carriers composing the through lines are necessary parties.

Second.—A town favorably situated with respect to one through route, but competing in a common market with another town more favorably located on another through route, should not have a reduction of the local rate over roads connecting the two through routes for the purpose of overcoming the natural advantage which the latter competing town enjoys.

Third.—A milling town possessing great natural, acquired and improved advantages for the carrying on of that industry, and favorably situate in point of distance to a large grain-producing region, is entitled to the benefits arising from its location, and carriers of grain to that point and to a competing town considerably more remote from points of production, and in other particulars less advantageously located, are not justified in making rates on grain to the competing towns which destroy the advantage the former is entitled to enjoy.

Fourth.—Rates on wheat from points in North and South Dakota to Minneapolis, as compared with the rates charged over considerably greater distances from the same points to Duluth and adjacent Lake Superior ports, subject Minneapolis millers to undue and unreasonable prejudice and disadvantage. Defendants ordered to adjust their rates on wheat from said points to Minneapolis and Duluth upon the basis of distance over nearest practicable routes.

The Gerke Brewing Company against the Louisville & Nashville Railroad Company, et al. Complaint filed August 1, 1891. Decided February 28, 1893.

First.—The rule expressed by the fourth section that distance shall ordinarily limit the adjustment of rates is not rendered inoperative by the existence at one point of converging lines subject to the act, for the law applies to each of these lines, and neither can put in rates to that point which are lower than shorter distance charges on its line until upon a showing of special considerations grounded in justice to its patrons and itself, it obtains permission from the regulation authority so to do. This principle applies both to lines between the same points, and to lines reaching the same destination from different points of consignment.

Second.—Competition with carriers not subject to the statute is based upon natural causes and plain conditions, but the legitimate force of competition with carriers subject to the act depends upon compliance with the law by each of the competitors, and the special circumstances and primarily indefinite conditions in each particular case. *Georgia Railroad Commissioners against Clyde S. S. Co.* 4 Inters. Com. Rep. 120, 5 I. C. C. Rep. 324, cited and affirmed.

Third.—When rates from any cause are made greater for shorter than for longer distances the difference between such rates must in no instance be unreasonable.

James & Abbott against the Canadian Pacific Railway Company, et al.

Complaint filed March 21, 1892. Decided March 11, 1893.

First.—The statute provides that "no complaint shall at any time be dismissed because of the absence of direct damage to the complainant," and defendants are therefore not entitled to a dismissal of the complaint on the ground that the petitioners, being merely commission merchants, can sustain no direct or material damage under the rates in question.

Second.—When water competition is alleged to justify rates in any case under the statute the carrier must affirmatively show by proof which does more than create a presumption and which clearly establishes that such competition is a controlling factor in the transportation of traffic important in amount from the point in question.

Third.—Manufacturing industries should not be deprived, through a carrier's adjustment of relative rates, of advantages resulting from their favorable location in respect of cost of raw material supplied from a common source, or of distance to the common market for the finished product.

Fourth.—A departure from equal mileage rates on different branches or divisions of a road is not conclusive that the rates are unlawful, but the burden is on the company making such departure to show its rates to be reasonable when disputed. Citing *Logan vs. Chicago & Northwestern Railroad Company*, 2 Inters. Com. Rep. 431; 2 I. C. C. Rep. 604.

Fifth.—When the reasonableness or relative reasonableness of charges is challenged, every material consideration which enters into the making of such charges, including the apportionment thereof to connecting roads in a through line, is pertinent to the inquiry.

Sixth.—The "drive" of shingle logs down rivers which flow past the place of cut in Maine to a seaport in Canada where shingle mills are located, and from which the product may go by sea to market ports, affects shingle traffic from competing mills located along these rivers at a place in Canada and a place in Maine, but operates with less force at the latter point. The rail rate from the Canadian mill to market being fixed with especial reference to the effect of the log drive to and water competition for shingle traffic from the seaport, the rate from the Maine mill should be made upon the same basis.

Seventh.—Defendants ordered to restore the relation of rates on shingles to Boston which they established after the filing of complaint herein but soon after discontinued, to-wit: a rate from Fort Fairfield in Maine of not exceeding 6½ cents above the rate in force from Fredericton in Canada. Complainant's claim for reparation denied.

Charles H. Brownell against Columbus & Cincinnati Midland Railroad Company.

Complaint filed March 29, 1890. Decided April 1, 1893.

First.—Unreasonable or unjust classification of a commodity is not shown by evidence of lower classification for articles widely dissimilar in the elements of risk, weight, bulk, value or general character. The proper method of comparison is the classification accorded by the carriers to analogous articles.

Second.—When an article moves in sufficient volume and the demands of commerce will be better served, it is reasonable to give a lower classification for carloads than that which is applied to less than carload quantities, but the difference in such classification should not be so wide as to be destructive to competition between large and small dealers. *Thurber vs. New York Cent. & H. R. R. Co.*, 2 Inters. Com. Rep., 742; 3 I. C. C. Rep., 473, cited and reaffirmed. The justice of a claim for a lower rating on carload lots can only be determined upon the facts in each case.

Third.—When on complaint of a carload shipper unjust discrimination is alleged to result from equal rates on carload and less than carload quantities of the same commodity, the burden of proof is upon the complainant.

Fourth.—Upon complainant alleging unjust discrimination against carload shippers of eggs in favor of shippers in less than carloads, it appeared that under the "official classification" eggs take second class rates for carload or less quantities; that the commodity is carried in refrigerator cars; that for carload shipments ice to the amount of 6,000 pounds is furnished by the carrier without extra charge; that less than carload shipments are taken from local stations in "pick up" cars to distributing points and forwarded in carloads to New York and other large markets; that notwithstanding the special facilities afforded to small shipments by the carriers, the large dealers control 83 per cent of the traffic. *Held*, upon all the facts in the case, that no unjust discrimination results to the carload shipper from the

equal rating of carload and less than carload lots and the special service rendered in gathering and forwarding small shipments, and the complaint should therefore be dismissed.

Fifth.—Power of concentrated business interests to force concessions in transportation rates which operate to the disadvantage of the general public discussed.

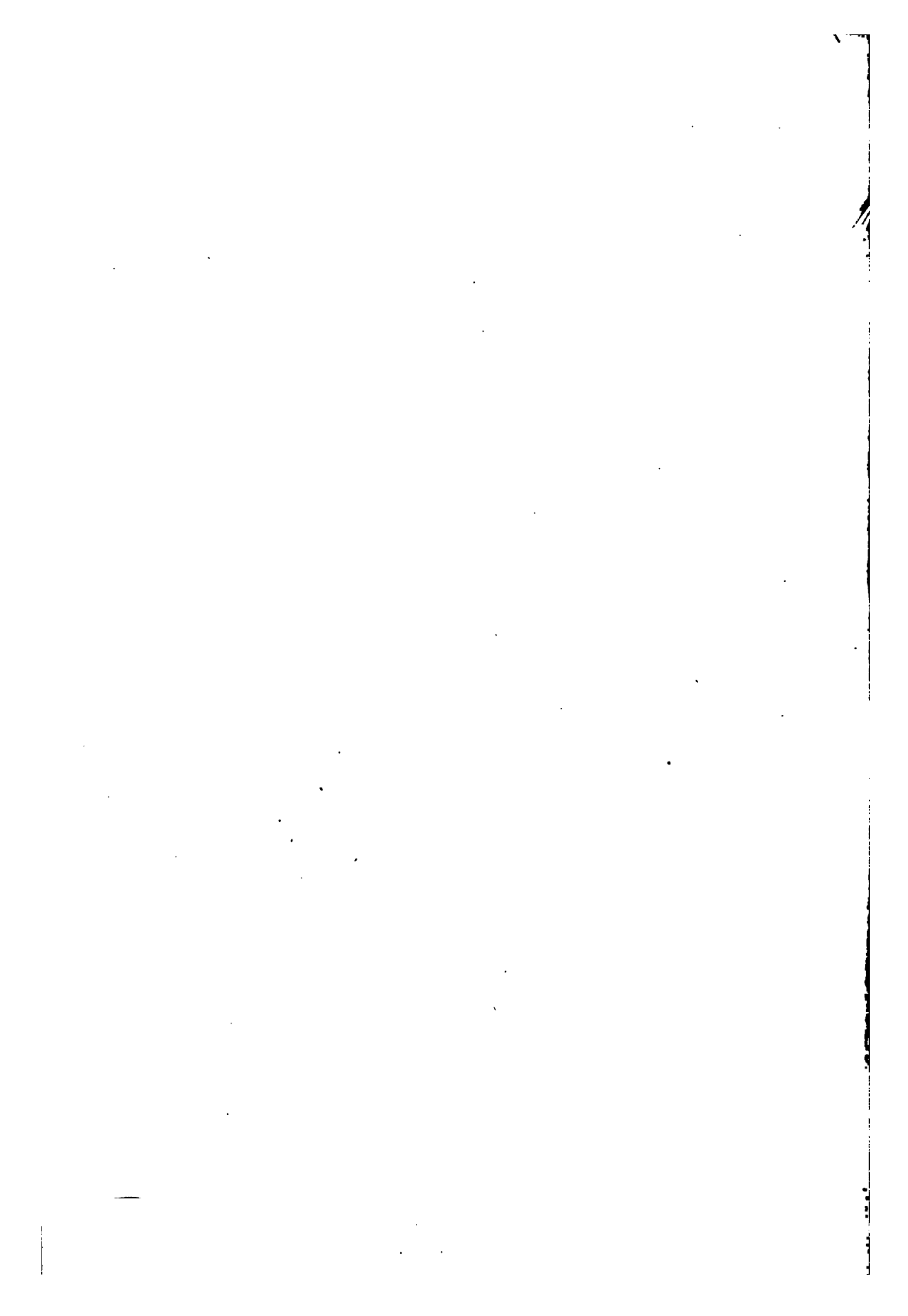
The Tecumseh Celery Company vs. The Cincinnati, Jackson & Mackinaw Railway Company and the Wabash Railroad Company.

Complaint filed February 1, 1892. Decided June 15, 1893.

First.—When a carrier fails to answer a complaint filed under section 13 of the act to regulate commerce, the Commission will take such proof of the facts as may be deemed proper and reasonable, and make such order thereon as the circumstances of the case appear to require.

Second.—For that portion of its line over which the Western Classification is in force, the Wabash road should class celery with cauliflower, asparagus, lettuce, green peas, string beans, oyster plant, egg plant and other vegetables enumerated in Class O of that classification, rather than with berries, peaches, grapes and other fruits specified in Class III thereof, and the defendant should transport celery from Tecumseh to Kansas City at no higher rate per carload than they charge for carrying a carload quantity of any of said other vegetables named in Class O aforesaid; and mixed carloads of celery and cauliflower, or other vegetables specified in said Class O of the Western Classification, should be transported by the defendants from Tecumseh to Kansas City at no higher rate per carload than they charge for carrying a carload quantity of either of said vegetable articles embraced in that class.

DIGEST OF JUDICIAL DECISIONS.



DIGEST OF JUDICIAL DECISIONS.

DECISIONS OF THE SUPREME COURT OF IOWA RELATING TO RAILWAYS DURING THE YEAR.

EJECTION OF PASSENGERS FROM TRAIN.

Plaintiff and her mother testified that the conductor, after demanding fare, which was refused, stopped the train and stood aside for plaintiff to alight, which she did not attempt to do; took hold of her arm and said "Come, come, Miss C., don't be obstinate and delay the train," and then lifted her down from the train. The conductor testified that he merely requested them politely to get off, which they did, and he assisted them in so doing. *Held*, that the evidence was sufficient to sustain a finding that the removal was by force, and that mental suffering caused by the humiliation is a proper element of compensatory damages. *Curtis vs. Sioux City & H. P. Railway Company*, 51 N. W. Rep., 339.

EMINENT DOMAIN—ASSESSMENT OF DAMAGES.

In an application to sheriff by the owner of land which has been taken by a railroad company, asking that a jury be empaneled to assess his damages, need not allege that the owner of the land refused to grant the right of way. In such a proceeding the evidence showed that plaintiffs and others had done business as T. C. Hartley & Brothers Farming and Trading Company; that the land in question had been owned by T. C. Hartley Bros.; that one of the other co-partners who conveyed his interest in the land to Hartley Bros., who were shown to be the plaintiffs; that the interest of all the other co-partners, except one, had been conveyed to the plaintiffs; that the co-partner who did not convey had withdrawn his interest in the firm and had no interest in the land. *Held*, that the evidence sufficiently showed title in the plaintiff for the purpose of the proceeding. Also, that where such railroad company obtained contract for the conveyance of the right of way along a certain line through a farm, and before the road was built, the company's property was transferred by foreclosure proceedings to another company, which built its road through the farm, but for most of the way on a different line; that the railroad company was liable to the land owner for the damages for the land taken. *Hartley et al. vs. Keokuk & Northwestern Railway*, 52 N. W. Rep., 352.

Damages to land resulting from overflows caused by the negligent construction of a railway culvert, cannot be deemed to have been considered and settled for when the right of way through the land was acquired. Where the complaint in an action for such damages seeks to recover only for injuries inflicted for two years before the bringing of the suit, the action is not barred merely because more than six years have passed since the land was first overflowed. Where in such case the natural result would be deposits of earth, clay, etc., on the land, evidence of such deposit was properly admitted, though they were not specially pleaded. *Hunt vs. Iowa Central Railway Company*, 52 N. W. Rep., 668.

FARM CROSSINGS, JURISDICTION OF COMMISSIONERS.

First.—The public has such a right or interest in the "adequate means of crossing" a railroad, which Code section 1268, requires the company to construct where a person owns land on both sides of the track, that it may compel the company to observe its duty, where the track divides a pasture so that it is necessary that the owner's stock cross the track daily.

Second.—Under acts Seventeenth General Assembly, chapter 77, section 3, providing that the Board of Railroad Commissioners shall inquire into any neglect or violation of the laws of the State, and that when it appears to it that a railroad fails to comply with the laws of the State in any respect, it shall inform the company of the improvement deemed proper, the Commissioners have authority to make inquiry and orders as to adequate means of crossing a track where a person owns land on both sides of it.

Third.—Under laws 1884, chapter 133, providing that a district court shall have jurisdiction to enforce the orders "affecting public right" made by the Board of Railroad Commissioners, it has jurisdiction of an action to enforce an order of the Commissioners for the construction of such a crossing. *State vs. Mason City & Ft. Dodge Railroad Company*, 52 N. W. Rep., 490.

FIRE SET BY ENGINE.

Code section 1289 provides that "any corporation operating a railway shall be liable for all damages by fire that is set out or caused by operating any such railway," and section 1308 provides that a common carrier cannot exempt itself from liability as such carrier by contract. *Held*, that a contract between the owner and operator of an elevator, coal sheds, and corn cribs, and a railroad company exempting such company from liability for damages by fire, negligently set by its engine, is void, where it appears that such buildings were built and used for the purpose of promoting the business of such railroad company. *Griswold et al. vs. Illinois Central Railroad Company*, 53 N. W. Rep., 295.

In an action against a railroad company for damage to growing timber by fire, measure of damage is the difference between the value of the timber standing and growing upon the land in question immediately before and immediately after the fire, with interest thereon from the date of the fire. *Burdick vs. Chicago, Milwaukee & St. Paul Railway Company*, 54 N. W. Rep., 439.

In an action against a railroad company for damage by fire caused by sparks from a locomotive, it appeared that the fire was set outside the right of way, while a strong wind was blowing, and while the locomotive was working at its full capacity to get a train over a grade. *Held*, that a verdict for plaintiff was justified, since the jury could either find that the locomotive was defective, or that it was negligently operated. Also that in such a case it was proper to charge that in determining defendant's negligence, the jury should consider the condition of the locomotive at the time of the fire, "and other times in so far as established by the evidence" where there was evidence that it was in perfect condition for some time before and after the fire. *Hocksteadler, et al. vs. Dubuque & Stouze City Railroad Company*, 55 N. W. Rep., 74.

JURISDICTION OF MAYORS OF CITIES.

The city of Lansing, Iowa, passed an ordinance requiring the Chicago, Milwaukee & St. Paul Railway Company to station three flagmen in that city where their railway track or tracks cross certain public highways and streets, and providing a penalty for the violation of such ordinance. *Held*, that under the laws of 1880, chapter 139, paragraph 1, which provides that "the mayors of cities of the second class or incorporated towns shall have exclusive jurisdiction of violations of city ordinances; that the district courts have no jurisdiction of actions to recover penalties for violation of such ordinances. *City of Lansing vs. Chicago, Milwaukee & St. Paul Railway Company*, 52 N. W. Rep., 195.

KILLING OF LIVE STOCK.

Where the evidence is conflicting as to whether certain colts got upon a railroad track by reason of defects in the right of way fence, or whether they were left on the right of way by one having them in charge, but preponderates in favor of the former theory, a judgment

declaring the liability of the railroad for killing such colts will not be disturbed. *Cochran vs. Iowa Central Railway Company*, 53 N. W. Rep., 225.

In an action against a railroad company for killing a cow the evidence showed that the cow's body was found beside the track, upon the right of way, four to eight feet beyond the fence bounding a highway which crossed the track. One board in the fence appeared to have been recently broken, and the engineer testified that his engine struck the cow while she was on the highway, and threw her through the fence. But there were no signs of hair or blood on the fence, and there were cow tracks near the spot where the body of the cow was found. The fence adjoining the track was so defective that the cow could have walked to the spot. *Held*, that the evidence justified a finding that the cow was killed on the right of way. *King vs. Chicago, Rock Island & Pacific Railway Company*, 54 N. W. Rep., 204.

In an action against a railroad company for killing a colt it was shown that the colt was killed by a night train; that in the morning its body was found on the right of way near a highway crossing, and that there was a gap in the fence through which it could have gone upon the right of way. There were hoof prints on the highway, and none on the railroad land, but it was shown that the character of the railroad land was such that prints would not be made in it, and that those in the road might have been made by other animals. *Held*, that the evidence justified a finding that the colt was killed on the right of way, and not on the crossing. *Daugherty vs. Chicago, Milwaukee & St. Paul Railway Company*, 54 N. W. Rep., 219.

Where the question was as to a train crippling a steer, a witness testified that he saw a train pass, heard the whistle of the locomotive, and saw cattle running away, and immediately afterwards witness went to the cattle-guard on defendant's track, and found steer in it. From its position it could not have been there before the train passed. *Held*, that the evidence was sufficient to show that defendant's train caused the crippling of the steer. In the same case it appeared that the steer was taken from the cattle-guard by defendant's employes, and killed. There was evidence to show that the section boss left the carcass at a point about twenty feet from the track; that he told the owner's son to do what he pleased with it, and that it was deposited on the highway by others than the employes of defendant. Also, *held* that it was the duty of defendant's employes to remove or bury it, in order to prevent it from becoming a nuisance to the public, and the fact that they permitted others to do so would not absolve defendant from liability for injuries resulting from negligence in such removal. *Baxter vs. Chicago, Rock Island & Pacific Railway Company*, 54 N. W. Rep., 350.

In an action against a railroad company for cattle killed by train it appeared that a storm had, the night before washed out part of the fence between the field where the cattle were and defendant's track, and that the cattle having escaped, were driven back by defendant's section men who left without repairing the fence. That between five and six o'clock on the same day the cattle were again found on the track by the section men and foreman, who drove them into an adjoining field not belonging to plaintiff. That the fence of this field had also been washed out by the storm, and plaintiff's cattle escaped therefrom, and were struck by a train. That the storm had seriously damaged the defendant's track, road bed and bridges for fifty miles, and had broken the telegraph lines and destroyed twelve miles of fence, but that the fence at that particular point could have been repaired by the section men in an hour. *Held*, that a finding that defendant did not exert ordinary diligence in repairing the fence was justified by the evidence. *Peet vs. C., M. & St. P. Ry. Co.*, 55 N. W. Rep., 508.

In an action for killing a horse at a highway crossing, plaintiff's theory was that the horse's hoof caught in the space between the plank in the crossing and the rail, and he was unable to extricate himself. It was conceded that the horse was carried some distance from the crossing, and that one of his hoofs was pulled off and wedged between the plank and the rail. The train men testify that the horse was not caught, but there was other evidence that he stopped when he came upon the track and "had plenty of time to get across." *Held*, that finding that the horse was caught would not be disturbed.

And also in the same case where some of the witnesses testified that the opening was from two and one-half to three and one-half inches wide, and others that it was as wide as the breadth of their hands, and a civil engineer testified that three inches was the limit in width of a properly constructed crossing, that a finding that defendant was negligent in permitting the crossing to remain in that condition would not be disturbed. *Criss vs. Chicago & Northwestern Railway Company*, 55 N. W. Rep., 523.

MUNICIPAL ORDINANCE—SPEED OF TRAINS.

Although a town is almost wholly east of a railroad right of way, none of the streets crossing it, the land west of the right of way being used for agricultural purposes, and the evidence tends to show that the right of way is fenced on each side, an ordinance requiring the railroad to operate its passenger trains at a crossing three-fourths of a mile from the depot, at a rate of speed not exceeding ten miles an hour, cannot be held unreasonable, where it is not shown how far the right of way is fenced from such a crossing toward the depot, nor how much travel there is across the right of way. *Larkin vs. Burlington, Cedar Rapids & Northern Railway Company*, 52 N. W. Rep., 480.

PERSONAL INJURY.

In an action against a railway company for the death of a section hand it appeared that the deceased who was at work on defendant's track stepped aside to allow the train to pass and stood a few feet from the track, leaning on a crowbar and was killed while in that position. None of the witnesses who saw him fall saw anything strike him or his crowbar. Plaintiff's theory was that the door of a stone car defectively fastened swung open and struck the bar in deceased's hand, but the car door was shown to have been fastened at the last stop the train made before the accident and the first stop after it. The train was running at twenty-five to thirty miles an hour. That portion of the car door alleged to have struck plaintiff was ironed, but there was no mark on the crowbar when found after the accident. *Held*, that the evidence did not sustain plaintiff's theory, since to establish a fact by circumstantial evidence, not only must the circumstances be consistent with such facts, but they must also preclude any other rational conclusion. Also that the jury could consider on the question of damages the expectancy of life of the deceased, nature of his calling, the wages he was receiving and his physical conditions and habits of industry as ground of estimating the probable pecuniary benefit to the estate of deceased had his life continued. *Wheeler vs. Chicago, Milwaukee & St. Paul Railway Company*, 52 N. W. Rep., 119.

Plaintiff's intestate was employed as a brakeman on one of the defendant's trains in which were coal cars having end gates secured by hinges which permitted them to be laid inward on the floor of the car. Being required to set the brakes deceased attempted to pass over one of these end gates which was covered with snow and ice and which inclined at an angle of 20 or 30 degrees, because of coal, snow and ice under it, and in so attempting slipped, fell under the cars and was killed. *Held*, that the court properly refused to charge that defendant would not be liable for the accident if the end gate was not defective and could have been raised and fastened. Also, that it was error to charge that defendant was liable if the engineer failed to see his signal to stop the train, given immediately after deceased fell, if by the use of ordinary care he should and could have seen it where the petition did not allege negligence on the part of the engineer in not seeing the signal but in refusing to stop after he fell. Also, that the engineer was not guilty of negligence in failing to attempt to stop the train when he knew the brakes had been applied where it appeared that the train was about to pass through the station, and that it was customary for coal trains to stop between the whistling post and station by means of the brakes. *McDermott vs. Iowa Falls & Sioux City Railroad Company*, 52 N. W. Rep., 181.

Where in an action to recover damages for personal injuries received at a railroad crossing, it appears that plaintiff was injured while traveling in a hired conveyance in a strange neighborhood in charge of a driver over whom he assumed no control, the route being left entirely to the determination of the liveryman and his driver, it is not error to instruct the jury that, if the driver was guilty of negligence which contributed to the injury, such negligence would prevent a recovery by the plaintiff only in case the driver was under the control of plaintiff, or in case he had the right to control and direct him. *Larkin vs. Burlington, Cedar Rapids & Northern Railway Company*, 52 N. W. Rep., 480.

Plaintiff, a boy thirteen years old, and of ordinary intelligence, while playing on defendant's turn table, which he and other boys had put in motion, allowed his feet to project over the end, and they were crushed between it and an embankment on which the tracks were laid to the turn table. Plaintiff testified that he knew it was dangerous to let his feet project over as he did, that if he had thought of the danger he could have avoided it; but that he was having fun, and did not think of it. *Held* that plaintiff was guilty of contributory negligence and could not recover. *Merryman vs. Chicago, Rock Island & Pacific Railway Company*, 52 N. W. Rep., 545.

Where a person is struck at a railway crossing in a city by a train which, had she stopped at a point 35 feet from the crossing, and looked for trains, she must have seen approaching, she is guilty of such contributory negligence as bars a recovery for injuries there received, though the train was running faster than permitted by ordinance, and the company had no flagman stationed at the crossing, as required by law. *Bala vs. Chicago, Rock Island & Pacific Railway Company*, 52 N. W. Rep., 664.

Plaintiff was lawfully on defendant's depot grounds unloading corn into a crib which was near two highway crossings, when defendant's engine passed without a signal and frightened plaintiff's team, causing them to run away and injure plaintiff. *Held*, under acts Twentieth General Assembly, chapter 104, providing that no railroad engine shall approach a highway crossing without giving a signal and making the neglect to give such signal a misdemeanor, that defendant was liable, though plaintiff was not attempting to use such crossing. *Loneragan vs. Illinois Central Railroad Company*, 53 N. W. Rep., 236.

In an action by a person, acting as brakeman, for personal injuries received while endeavoring to catch a fast moving freight train, plaintiff cannot be charged with contributory negligence where he acted under the orders of the conductor, and in an emergency. *Foz vs. Chicago, St. Paul & Kansas City Railway Company*, 53 N. W. Rep., 259.

In an action to recover for the negligent killing of a boy, such damages as his estate may have sustained, an instruction calling attention to his expectancy of life, character, intelligence and business experience, and telling the jury to make the best possible estimate therefrom on the loss, is not, considering the youth of the deceased and meagreness of the data from which his future might have been estimated, objectionable for indefiniteness in failing to point a specific method of calculating the probable amount of his accumulation or in providing an abatement of interest therefrom so as to arrive at the present worth, but is as definite as practicable. *Andrews vs. Chicago, Milwaukee & St. Paul Railway Company*, 53 N. W. Rep., 299.

In an action against a railway company for causing the death of plaintiff's intestate it appeared that the engineer carelessly and in violation of the rules of the company, ran the engine over a junction of the main track and a switch at a high rate of speed, and derailed the engine and freight cars; that decedent was head brakeman and was riding in the cab in violation of the rules of the company and was killed. It was held that the court properly charged that if decedent was negligent in not leaving the cab and applying the brakes, and the engineer could, by ordinary care, have averted the accident, but failed to do so, then the negligence of decedent would not defeat a recovery, since the evidence showed that when the engineer saw that decedent was not setting brakes, he might have averted the accident by using the proper appliances to reduce the speed. *Connors vs. Burlington, Cedar Rapids & Northern Railway Company*, 53 N. W. Rep., 1092.

Plaintiff's intestate was killed while coupling two engine tanks. There being no bumpers on the tanks he had to go under them to make the coupling. While under the tank the engine attached to one tank was moved, and this caused his death. *Held*, that the questions of the engineer's negligence, and of the decedent's contributory negligence, were for the jury. *Butler vs. Chicago, Burlington & Quincy Railroad Company*, 54 N. W. Rep., 208.

In an action against a railroad company for personal injuries, the evidence showed that plaintiff went upon the train to accompany his wife and child; that when the conductor called "all aboard" he started to leave the train, but found the door of the vestibule locked; that the brakeman first told him that he could not get off, and that it would break his neck, but afterwards said to him "you get off," and opened the door, which he shut again as soon as plaintiff had passed through it to the platform steps. Plaintiff jumped from the train and was injured, the train then being in rapid motion. *Held*, that the evidence justified a verdict for plaintiff. Also *held*, in such a case that the section of the Code which makes it a misdemeanor to get off a moving train "without the consent of the person having the same in charge" does not apply where there is evidence that the person leaving the train acted with the consent of the brakeman. *Galloway vs. Chicago, Rock Island & Pacific Railway Company*, 54 N. W. Rep., 447.

In an action against a railroad company by an employe it appeared that plaintiff was working at night, as a "car catcher" in defendant's yards. That he was walking outside the tracks, which were ballasted to the top of the ties with cinders, toward a stationary car, to couple it to some slowly moving cars coming from behind him. That about twenty-five feet from the stationary car, he stepped between the rails and his foot was caught between the guard and main rails and cut off. There was evidence from which the jury could have found that the accident was caused by the blocking between the rails being defective. *Held*, that the question of contributory negligence was for the jury. And in such a case where the

plaintiff was twenty years old at the time of the injury and earning \$60 a month and was not injured beyond the loss of a foot, the verdict of \$12,000.00 was excessive. *Kroener vs. C., M. & St. P. Ry. Co.*, 55 N. W. Rep., 28.

In a case where plaintiff was injured by the sudden starting of a train when he was leaving the car, throwing plaintiff to the ground with great force and causing him to strike upon his head and shoulders, it was held that it was not negligent for a passenger to leave a railroad car at the rear platform and that where the rear platform of a car is not at a safe place for passengers to alight, failure on the part of the carrier to warn passengers of that fact is negligence, though it was safe to alight at the front platform. *McDonald vs. Ill. Cent. R. R. Co.*, 55 N. W. Rep., 102.

The plaintiff who was a conductor on defendant's freight train was ordered by the train-master to hurry and loosen some brakes, and ran to overtake the cars, which were moving at six miles per hour. He climbed up the side of the car and was struck by an awning of a hotel owned by defendant. The only way in which the brakes could be loosened was as attempted by plaintiff and in his haste he did not see the awning. *Held*, that though plaintiff knew of its existence and that it was dangerous, his negligence was a question for the jury. *Harker vs. B., C. R. & N. Ry. Co.*, 55 N. W. Rep., 317.

RAILROAD CROSSINGS.

Code section 1292 provides that a railroad corporation whose road intersects or crosses any other line of railway of the same gauge "shall" connect its road with such other railway so intersected. Act 1878, section 3, provides that the railroad commissioners shall have general supervision of all railroads in the State, and inquire into any neglect or violation of the laws of the State. Acts Twentieth General Assembly, chapter 24, section 1, provides that corporations having intersecting roads shall, "whenever ordered by the railroad commissioners," unite and connect their tracks. *Held*, that the commissioners should order the connection of such tracks only when they deem it best, and need not do so regardless of its advisability. *Smith, et al., Railroad Commissioners vs. Chicago, Milwaukee & St. Paul Railway Company*, 53 N. W. Rep., 128.

RAILROAD STATIONS.

Where a railroad company, after maintaining a station for several years at a point intermediate to other points, where its line crossed other roads, abandoned such station and established two others at points equidistant from the two junctions, in order to increase its traffic and provide greater facilities for the inhabitants of the territory lying between the junctions, *held*, that a petition by the inhabitants of the station abandoned, to compel its re-establishment, based on an order of the Railroad Commissioners commanding defendant to re-establish such station, was properly dismissed, because petitioners were not thereby deprived of reasonable facilities to transact business with defendant; and unless it should be shown that such is the case the Railroad Commissioners would have no authority to make such an order. *State vs. Des Moines & Kansas City Railway Company*, 54 N. W. Rep. 461.

STATE AND INTER-STATE COMMERCE.

The continuous transportation of freight from a point within the State to another point within the State, over a line of railway, partly within the State and partly within another State, is not inter-State commerce. *Campbell et al. vs. Chicago, Milwaukee & St. Paul Railway Company*, 53 N. W. Rep., 351.

SURFACE WATER.

In an action against a railroad company for damages caused by an overflow, where it appeared that an embankment constructed as a road-bed through plaintiff's land by defendant's predecessor in title prevented the surface water from passing off, and that plaintiff's land would have been relieved from the overflow if a ditch was constructed along the embankment for the purpose of carrying off the water had been kept open, a verdict for plaintiff was justified. *Willits vs. Chicago, Burlington & Kansas City Railway Company*, 55 N. W. Rep., 313.

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